

COMMITTEE ITEMS

May 28, 2019

Committee Items Budget & Finance

Consent Agenda-Committee Items

- COMM134_03_25_19 FY2020-FY2024 Capital Improvement Program Submission
- TRAN053_05_13_19 Free Cash \$23K to YTH Brown School Expenses \$23K
- TRAN054_05_13_19 Free Cash \$100K to FIR Overtime \$100K
- TRAN055_05_13_19 SEW I/I Rehabilitation \$60K to SEW Plant Chemicals \$60K
- ORDR103_05_13_19 Parking Garage – Fees Inn Permit
- ORDR109_05_13_19 Acceptance of Chapter 32, Section 12(2)(d) – Survivor Allowance
- ORDR110_05_13_19 Acceptance of Chapter 32, Section 101 – Surviving Spouse

Regular Agenda-Committee Items

- ORDR107_05_13_19 Fire Apparatus Loan Order



CITY OF NEWBURYPORT
OFFICE OF THE MAYOR
DONNA D. HOLADAY

60 PLEASANT STREET • P.O. BOX 550
NEWBURYPORT, MA 01950
(978) 465-4413 • (978) 465-4402 (FAX)
WWW.CITYOFNEWBURYPORT.COM

DHF

To: President and Members of the City Council
From: Donna D. Holaday, Mayor *Donna D. Holaday*
Date: March 19, 2019
Subject: FY2020-FY2024 Capital Improvement Program Submission

In accordance with Section 6-5 of the Charter, which requires the submission of a capital improvement plan to the City Council by April 1 of each year, I am pleased to submit an updated Capital Improvement Program (CIP) for Fiscal Years 2020 through 2024. Copies of the CIP will be made available on March 25, 2019.

The CIP serves as a planning tool that provides a means of identifying, prioritizing and scheduling needed capital improvements projects over the next five years. These projects include purchases of major pieces of equipment, infrastructure improvements, facility construction and renovation projects, major improvements to or acquisition of parks/grounds/open space, as well as, major studies and surveys. As defined in the City's Financial Policies, a capital improvement project must be valued over \$15,000 with an expected useful life of at least five years to be included in the CIP.

In this year's CIP, as we have done over the past few years, we are aligning the CIP with the FY20 capital funding request by recommending appropriations for highest priority projects appearing in the program for the current fiscal year. We anticipate submitting the FY20 capital funding request to the City Council next month as we finalize the deficit for snow and ice expenses, which will need to be funded by the end of the year.

The plan will be available for public viewing on the City's website. I urge the members of the City Council to carefully review the plan, and I look forward to working with you through the public hearing and adoption process as specified in the Charter.

Thank you for your consideration.



City of Newburyport

FY 2019

BUDGET TRANSFER REQUEST

CITY CLERK'S OFFICE
NEWBURYPORT, MA

MAY -7 PM 3:19

Department: Mayor's Office

Submitted by: Donna D. Holaday, Mayor

Date Submitted: 5/13/2019

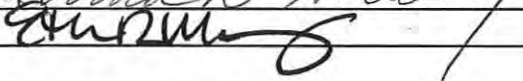
Transfer From:

Account Name	General Fund - Free Cash	YTD Bal:	\$ 1,007,010.00
Account Number:	01-35910	YTD Cat:	\$ -
Amount:	\$23,000.00	Trans I/O:	\$ (1,138,704.00)
Why are Funds Available:	<i>The Massachusetts Department of Revenue certified Free Cash for FY2019 at \$2,145,714. These funds are available for any legal expenditure with the approval of the Mayor and a vote of the City Council. YTD balance reflects all transfers submitted prior to May 13, 2019.</i>		

Transfer To:

Account Name	YTH Brown School Expenses	YTD Bal:	\$ (5,343.80)
Account Number:	01542007-57843	YTD Cat:	\$ 1,293.08
Amount:	\$23,000.00	Trans I/O:	\$ -
Why are Funds Needed:	<i>A transfer is needed due to higher utility costs, as well as, building maintenance costs incurred during FY20. Projected utility costs total \$54,312, consisting of oil \$43,254 (79.6%), electricity \$10,755 (19.8%) and gas \$304 (0.6%). Projected maintenance costs total \$8,675.</i>		

Donna D. Holaday, Mayor
Ethan R. Manning, Auditor
City Council Approval: (Stamp)

Date: 5/17/19
Date: 5/17/19



City of Newburyport

FY 2019

BUDGET TRANSFER REQUEST

RECEIVED
CITY CLERK'S OFFICE
NEWBURYPORT, MA
MAY 13 2019 3:18

Department: Mayor's Office

Submitted by: Donna D. Holaday, Mayor

Date Submitted: 5/13/2019

Transfer From:

Account Name	General Fund - Free Cash	YTD Bal:	\$ 1,007,010.00
Account Number:	01-35910	YTD Cat:	\$ -
Amount:	\$100,000.00	Trans I/O:	\$ (1,138,704.00)
Why are Funds Available:	<i>The Massachusetts Department of Revenue certified Free Cash for FY2019 at \$2,145,714. These funds are available for any legal expenditure with the approval of the Mayor and a vote of the City Council. YTD balance reflects all transfers submitted prior to May 13, 2019.</i>		

Transfer To:

Account Name	FIR Overtime	YTD Bal:	\$ (15,529.64)
Account Number:	01220001-51301	YTD Cat:	\$ 457,764.65
Amount:	\$100,000.00	Trans I/O:	\$ -
Why are Funds Required:	<i>The FY2019 appropriation for Fire Overtime was \$280,000. Overtime is predominantly used to cover paid time off, including vacation, sick and personal time. An additional \$100,000 is anticipated to pay overtime costs through year-end.</i>		

Donna D. Holaday, Mayor
Ethan R. Manning, Auditor
City Council Approval: (Stamp)

Date: 5/13/19
Date: 5/17/19



City of Newburyport

FY 2019

BUDGET TRANSFER REQUEST

CITY CLERK'S OFFICE
NEWBURYPORT, MA
2019 MAY -7 PM 3:18

Department: DPS - Sewer Division

Submitted by: Anthony Furnari, DPS Director

Date Submitted: 5/13/2019

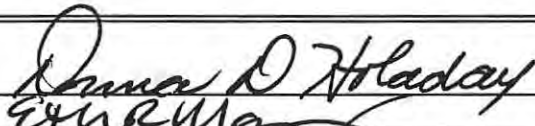
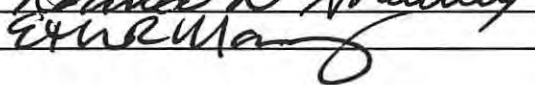
Transfer From:

Account Name	<u>SEW I/I Rehabilitation</u>	YTD Bal:	<u>\$ 89,750.00</u>
Account Number:	<u>61440008-58330</u>	YTD Cat:	<u>\$ 185,940.72</u>
Amount:	<u>\$60,000.00</u>	Trans I/O:	<u>\$ -</u>
Why are Funds Available:	<u>A surplus is anticipated at year-end.</u>		

Transfer To:

Account Name	<u>SEW Plant Chemicals</u>	YTD Bal:	<u>\$ 52,268.66</u>
Account Number:	<u>61440004-54302</u>	YTD Cat:	<u>\$ 76,436.60</u>
Amount:	<u>\$60,000.00</u>	Trans I/O:	<u>\$ -</u>
Why are Funds Needed:	<u>Plant Chemicals will be over spent given our current and estimated needs through the remainder of FY2019. This is due to the additional chemicals needed for proper process control and odor control. We are ending our first full year with the additional odor control technologies, pH/Alkalinity adjustment and chemical dosing at the Plum Island pump station (H2S control, organic Acid control and odor control).</u>		

Donna D. Holaday, Mayor
Ethan R. Manning, Auditor
City Council Approval: (Stamp)

Date: 5/17/19
Date: 5/17/19

CITY OF NEWBURYPORT



IN CITY COUNCIL

ORDERED:

Amended in committee as follows, with deletions ~~double-stricken and italicized~~, and additions double-underlined and italicized.

Amended as follows, with deletions ~~double-stricken and italicized~~, and additions double-underlined and italicized:

Date: May 13, 2019

THAT pursuant to the CITY OF NEWBURYPORT Code of Ordinances Section 13-180.1.(f)(1) and Section 13-166 of the CITY COUNCIL of the CITY OF NEWBURYPORT hereby amends and approves the following schedule of parking fees and fines in the paid parking lots subject to introductory and time- limited discount incentive rates for paid parking permits pursuant to regulations promulgated by the Parking Clerk as described in Section 13-180.1.(f)(2):

<i>Employee Monthly Pass for the Garage</i>	<i>\$60.00</i>
<i><u>Inn Daily Pass for the Garage</u></i>	<i><u>\$16.00</u></i>

Inn is defined as a hotel/inn including conference and meeting facilities and bed and breakfast. The Inn Daily Pass shall be valid until ~~October 1, 2019~~ November 1, 2019, ~~Visitors~~ Inn guests may park overnight up to a maximum of seven (7) days.

Councillor Heather L. Shand

CITY OF NEWBURYPORT



IN CITY COUNCIL

ORDERED:

May 13, 2019

THAT the City Council of the City of Newburyport hereby accepts the provisions of Chapter 32, §12(2)(d) of the Massachusetts General Laws. On or about March 28, 2019 the Newburyport Contributory Retirement Board voted pursuant to Section 29 and Section 30 of Chapter 176 of the Acts of 2011 to accept an increase to the minimum monthly allowance referenced in G.L. c. 32 § 12(2)(d) for a member survivor allowance to five hundred (\$500.00). The effective date of this acceptance shall be July 1, 2010.

“SECTION 29. Said section 12 of said chapter 32, as so appearing, is hereby further amended by striking out, in lines 211 and 212, the words “two hundred and fifty dollars” and inserting in place thereof the following words:- \$250 or \$500 a month, whichever is applicable to such spouse.

SECTION 30. Option (d) of said section 12 of said chapter 32, as so appearing, is hereby amended by inserting after the tenth paragraph the following paragraph:-
Beginning April 2, 2012, the normal monthly member-survivor allowance provided for under this option to a spouse of a deceased member shall not be less than \$500 for members of the state teachers’ and state employees’ retirement system. This paragraph shall take effect for the members of a retirement system of any other political subdivision by a majority vote of the board of such system and by the local legislative body. For the purpose of this paragraph, a vote of the legislative body shall take place in the following manner: in a city, by a vote of the city council subject to its charter; in a town, by a vote at a town meeting; in a county, by a vote of the county retirement board advisory council; in a region, by a vote of the regional retirement board advisory council; in a district, by a vote of the district members; and for an authority, by a vote of its governing body. Acceptance shall be deemed to have occurred upon the filing of a certification of such vote with the commission.”

Councillor Charles F. Tontar

\$ Section 101 increase 12(2)d option to increase

S12(2)d Increase from 3k to 6k per year or 250.00 to 500.00 per month

These are survivors of active members who died from something not job related prior to retiring and actual benefit was less than 3k year

Survivor	Date of death	Option Code	Unit	Current monthly retirement benefit	Current annual benefit	New annual minimum 6k	New monthly minimum \$500.00	Total Monthly increase	Total annual increase
		Surv Opt D (Emp)	School	\$326.18	\$3,914.12	\$6,000.00	\$500.00	\$173.82	\$2,085.88
		Surv Opt D (Emp)	City	\$190.90	\$2,290.80	\$6,000.00	\$500.00	\$309.10	\$3,709.20
		Surv Opt D (Emp)	City	\$257.50	\$3,090.00	\$6,000.00	\$500.00	\$242.50	\$2,910.00
		Surv Opt D (Emp)	School	\$329.92	\$3,959.00	\$6,000.00	\$500.00	\$170.08	\$2,041.00
		Surv Opt D (Emp)	City	\$481.92	\$5,783.00	\$6,000.00	\$500.00	\$18.08	\$217.00
				1,586.41	\$19,036.92			\$913.59	\$10,963.08

This would help any existing/future surviving spouse of an active employee that died while an active employee with a minimum amount under \$500 month to increase to \$500 month for a 12(2)d benefits

AIF

CITY OF NEWBURYPORT

_____
IN CITY COUNCIL

ORDERED:

May 13, 2019

THAT the City Council of the City of Newburyport hereby accepts the provisions of Chapter 32, §101 of the Massachusetts General Laws. On or about March 28, 2019 the Newburyport Contributory Retirement Board voted pursuant to Sections 63, 64 and 65 of the Chapter 139 of the Acts of 2012 to accept an increase to the annual allowance payable to surviving spouses of disability retirees according to G.L.c. 32, § 101 to twelve thousand (\$12,000.00). The effective date of this acceptance shall be July 1, 2019.

“SECTION 63. Section 101 of said chapter 32, as so appearing, is hereby amended by inserting after the figure “\$9,000”, in line 10, the following words:- , or, in a retirement system accepting the supplemental annual allowance provided in the third paragraph, \$12,000.

SECTION 64. The second paragraph of said section 101 of said chapter 32, as so appearing, is hereby amended by striking out the fourth sentence.

SECTION 65. Said section 101 of said chapter 32, as so appearing, is hereby further amended by adding the following paragraph:-

Any retirement system may accept the supplemental annual allowance, provided for by this paragraph and fixed at the rate of \$12,000, by a majority vote of the board of each such system, subject to the approval of the legislative body. Acceptance shall be deemed to have occurred upon the filing of a certification of such votes with the commission. For purposes of this section, the state teachers’ and state employees’ retirement systems shall be deemed to have accepted this paragraph.”

Councillor Charles F. Tontar

\$

Section 101 increase

12(2)d option to increase

S101 Increase from 6,000.00 to 12,000 per year or 500.00 to 1000.00 per month

r to 1996 an Accidental Disability Retiree did not have the option to chose a survivor benefit upon retirement for their spouse.

If they die after retirement from an illness other than the Accidental Retirement cause, the spouse could qualify for the Section 101 benefit.

The Section 101 minimum benefit is currently 6k per year, this would increase that to 12k.

	Option Code	Retiree date of retirement	Retiree date of death	Years service	Current monthly	Current annual	12K annual Increase		Total Annual cost		
							New monthly \$1,000.00	New Monthly increase	Annual 12000.	increase	New annual
There is only one survivor currently receiving a benefit that this would affect.	Surv Sect 101			28	\$614.93	\$7,379.16	\$1,000.00	\$385.07	\$4,620.84	\$4,620.84	12,000.00
Retiree must request Marriage penalty	Surv Sect 101			18	\$949.70	\$11,396.40	\$1,000.00	\$50.30 \$435.37	\$603.60 \$5,224.44	\$603.60 \$5,224.44	12,000.00

POTENTIAL S101 minimum increase from 6k to 12k per year or 500.00 to 1000.00 per month

These individuals are current Accidental Disabilities Retirees and their surviving spouses could potentially be affected by this change.

they were to die from an illness other than what they retired from and their surviving spouse were not eligible for an Accidental Death Benefit their spouse could be eligible for a S101 benefit. If

ADR-A	21
ADR-A	13
ADR-B	21
ADR-B	12
ADR-B	10
ADR-B	13

Medicare Part B

CONTINUED FROM PAGE 2

less than the current monthly average of \$1,422," continued Duhamel. "And we all know why. It's because of Social Security's Windfall and Offset laws that have unfairly reduced benefits for many of our members." (See related article on H.R. 6933, pg. 4).

Duhamel went on to say, "But with such a small Medicare increase, we expect that the vast majority of members should see more in their monthly Social Security check. Unfortunately it won't be much but it shouldn't go down."

GREATER IMPACT FOR IRMMA RETIREES

Most members will only be paying an extra \$1.50 monthly for their Medicare Part B. That includes those who are paying directly for their coverage and have incomes less than \$85,000 (\$170,000 for a couple). We typically refer to these members as "direct pays."

But there is another group of retirees who will see their premiums increase significantly. They are higher income retirees whose 2017 federal modified adjusted income exceeds \$85,000 (\$170,000 for a couple).

Since 2007, a Medicare beneficiary's Part B premium is adjusted upward based upon their income. These income-related monthly adjustment amounts (IRMAA) affect roughly 5% of Medicare beneficiaries overall (public and private sector retirees). **The chart on page 9 shows IRMAA for higher income retirees.**



WORKING WITH RETIREMENT BOARDS LOCAL OPTION LAWS

Since the passage of Prop. 2 ½ in 1980, pension legislation, successfully enacted by *Mass Retirees*, typically includes a local option provision. In other words, the law must be adopted first by the local retirement system and then by the local legislative body and in some cases, the local executive body. For example, in a town the legislative body is the town meeting while the board of selectmen are considered the executive body,

"A leading example of this local acceptance process is our COLA (Cost of Living Adjustment) laws that we covered extensively in our September *Voice*,", points out Association Legislative Director Shawn Duhamel. "Once these laws were on the books, we went to work with the local retirement boards to get them adopted.

"And as you read in the September *Voice*, we've enjoyed tremendous success with the COLA.. But there are many other local option laws that we've sponsored in order to enhance the pension benefits of retirees and survivors. Among them, we have the following."

SECTION 101 WIDOW MINIMUM PENSION

Before November 1996, an accidental (work-related) disability retiree could not elect to provide a survivor's or

CHART INFORMATION

Included in this chart are four local option laws that *Mass Retirees* was instrumental in their enactment. They are explained in the accompanying text.

The chart lists all 102 local retirement systems and shows whether they have adopted these laws. The information is based upon data from PERAC.

"We contacted all the boards to see if their information needed to be updated," according to *Voice* Publisher Nancy Delaney. Thanks to the Boards that got back to us.

"If a Board finds that their information must be updated, then please contact us. We can include the update in a future issue of the *Voice*."



NANCY DELANEY
VOICE PUBLISHER

Option (c) pension. In the event that the retiree died from a cause other than their disability, then their widow was entitled to a mini-

CONTINUED ON PAGE 10

Local Option Laws

CONTINUED FROM PAGE 6 ▶

imum pension that we refer to as a Section 101 pension.

Originally enacted in 1964, the minimum has been increased over the years. The Association succeeded in enacting the two most recent increases to \$9,000 annually in 2010 and then \$12,000 in 2012. While these increases were automatic for the State and Teachers' Retirement Systems, they were subject to local option for the other 102 retirement systems.

OPTION (D) SURVIVOR MINIMUM PENSION

While working, an employee selects a beneficiary who may be entitled to a survivor pension in the event that employee should die while still working and not retired. We refer to these survivor benefits as an Option (d) pension. Beginning April 2012 the Option (d) minimum pension was increased from \$3,000 to \$6,000 due to our efforts. This increase was automatic for the State and Teachers' Retirement Systems but had to be adopted locally.

VETERANS BONUS EXTENDED TO ACCIDENTAL DISABILITIES

For more than half a century the retirement law has provided an additional amount of pension to superannuation retirees who qualify as veterans, the maximum amount of which is \$300 annually (\$25 monthly). We refer to this as the veterans bonus. While ordinary disability (non work related) retirees who qualify as veterans receive an enhanced benefit, qualified veterans on an accidental disability received no recognition of their service. But that changed in 2005 when the veterans bonus was extended to accidental disability retirees. Again, it was made automatic for State and Teachers' Retirement Systems and subject to local acceptance.

According to the chart, beginning on page 7 and ending here, only a handful of retirement boards have adopted all of them. Therefore, we ask that boards review their status and take appropriate action.

RETIREMENT SYSTEM	SEC 101 \$9K	SEC 101 \$12K	SEC 12(2)D \$6K	SEC 7(2)E VETS
MARLBOROUGH				
MAYNARD				
MEDFORD				
MELROSE				
METHUEN				
MILFORD				
MILTON				
MONTAGUE				
NATICK				
NEEDHAM				
NEW BEDFORD				
NEWBURYPORT				
NEWTON				
NORTH ADAMS				
NORTH ATTLEBORO				
NORTHBRIDGE				
NORTHAMPTON				
NORWOOD				
PEABODY				
PITTSFIELD				
PLYMOUTH				
QUINCY				
READING				
REVERE				
SALEM				
SAUGUS				
SHREWSBURY				
SOMERVILLE				
SOUTHBRIDGE				
SPRINGFIELD				
STONEHAM				
SWAMPSCOTT				
TAUNTON				
WAKEFIELD				
WALTHAM				
WATERTOWN				
WEBSTER				
WELLESLEY				
WEST SPRINGFIELD				
WESTFIELD				
WEYMOUTH				
WINCHESTER				
WINTHROP				
WOBURN				
WORCESTER				
BLUE HILLS				
GREATER LAWRENCE S.D.				
MASS HOUSING				
MASSPORT				
MINUTEMAN				
MWRA				

CITY OF NEWBURYPORT



IN CITY COUNCIL

ORDERED:

May 13, 2019

THAT, \$1,530,000 is appropriated to pay costs of purchasing and equipping a new pumper truck and a new aerial ladder truck for the use of the Fire Department, including the payment of all costs incidental and related thereto, and that to meet this appropriation, the Treasurer with the approval of the Mayor, is authorized to borrow said amount under and pursuant to M.G.L. c. 44, §7(1), or pursuant to any other enabling authority, and to issue bonds or notes of the City therefor; and that the Mayor and the Treasurer are authorized to take any other action necessary or convenient to carry out this vote. Any premium received upon the sale of any bonds or notes approved by this order, less any such premium applied to the payment of the costs of issuance of such bonds or notes, may be applied to the payment of costs approved by this vote in accordance with M.G.L. c. 44, §20, thereby reducing the amount authorized to be borrowed to pay such costs by a like amount.

Councillor Charles F. Tontar



CITY OF NEWBURYPORT
OFFICE OF THE MAYOR
DONNA D. HOLADAY
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WWW.CITYOFNEWBURYPORT.COM

To: President and Members of the City Council
From: Donna D. Holaday, Mayor
Date: May 7, 2019
Subject: Loan Order – Fire Apparatus

I am requesting City Council approve a loan order of \$1.53 million to purchase 2 essential pieces of fire apparatus. It is urgent that we purchase a new engine (pumper) to replace Engine 5, which recently failed and is offline. We also have an opportunity to simultaneously purchase a new ladder truck at a significant savings to replace our current 24 year old truck. Both pieces of the equipment can be purchased for the price of what we anticipated for the cost of just one new ladder truck. These trucks are available immediately, are manufactured by a highly reputable company, and would supply NFD with safe, modern, and quality apparatus for years to come.

A few weeks ago during an annual inspection, it was discovered that the frame of Engine 5 has severely corroded, significantly enough for the service center to deem the vehicle unsafe to use. Furthermore, the corrosion to the frame is so extensive that repairing it is impractical. The engine is a 2003 KME model, and it will be stripped and sold for scrap.

Engine 5 is a reserve engine critical to operations. It needs to be replaced as soon as possible. Each of our fire stations normally has two engines, one front-line and one reserve. In the event that the primary engine fails or is out for repair, the reserve truck is ready to go. In the event of a large-scale emergency or multiple calls, the reserve apparatus is utilized to assist or to handle other calls. Additionally, the city's ISO (Insurance Services Office) rating is predicated on the number of in-service fire apparatus owned by the city.

New pumper engines are typically built to meet a department's specifications and can take up to a year to build and deliver and cost upwards of \$600,000. Manufacturers also build demonstrator ("demo") vehicles that are available immediately for sale at significant savings. The Fire Chief contacted all dealers to see what they have for fire engines in stock and ready for sale. Three manufacturers have offered prices on ready-to-sell demo units and KME offered the best price.

In addition to the pumper engine, the Chief also requested pricing for an in-stock demo ladder truck. City Councillors are well aware of our need to replace our 1995 aerial ladder truck. A new ladder truck has been a priority for NFD and has been a priority in the Capital Improvement Plan. KME is offering both the demo aerial ladder and the pumper engine at a price that makes the purchase of both highly advantageous financially for the City. Both trucks can be purchased for the cost of what we've anticipated for one custom aerial ladder: approximately \$1.5 million. Both vehicles will service the city for 15 years or more, and the Fire Chief recommends that we purchase both vehicles now.

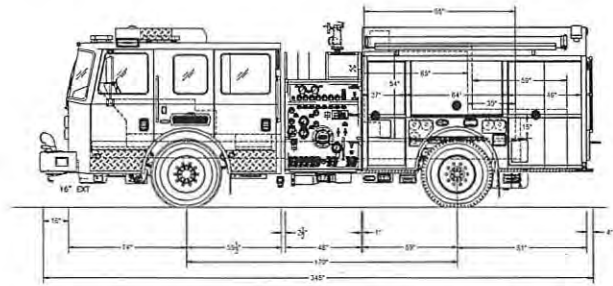
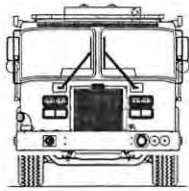
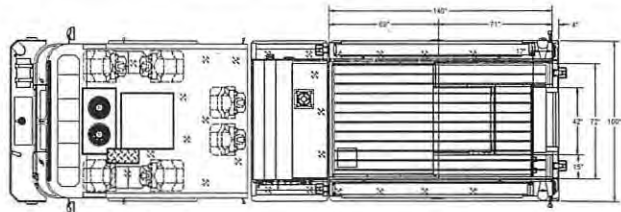
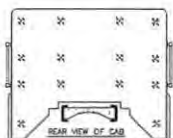
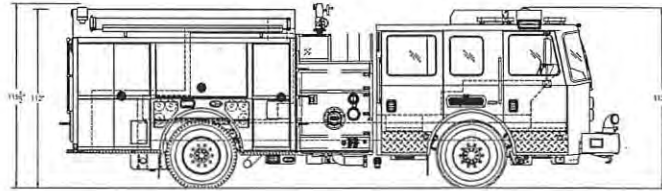
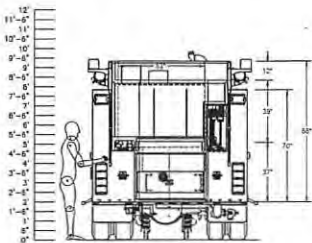
Manufacturers build demo apparatus to market to fire departments and fully equip them with all the features a fire department would want. The two trucks offered by KME will be well equipped to meet the needs of a modern fire company. Furthermore, even though these trucks are nearly fully built and fit out, NFD still has the ability to customize each and add features that suit specific needs of our fire department. The additional customization and additional features to be provided are included in the price.

Our Capital Improvement Plan identifies several other significant capital needs in the next few years in need of funding, and for the last City Council meeting our Finance Director provided an analysis of our borrowing capabilities for the next 10 years, factoring in anticipated capital items that will be bonded. When combining the cost of the two fire trucks with our other anticipated future borrowing needs and existing debt service, we will stay well within the city's financial policy of maintaining a debt ratio of less than 8%. Furthermore, there would still be additional capacity should other unanticipated needs arise.

With this purchase, the oldest large truck in the Fire Department's fleet will be a 2007. Furthermore, now that we've had a catastrophic failure with a 16 year old engine, there is an even greater sense of urgency to replace a ladder truck that is 24 years old. Purchasing both vehicles now is a sound financial decision for the City and will equip NFD with safe modern equipment they both need and deserve. I urge you to support this purchase and approve this loan order.

As always, staff is available to answer any questions or concerns you may have.

RECEIVED
 CITY OF LAWRENCE OFFICE
 NEWPORT, MA
 2019 MAY -7 PM 4:00



CAB: 96" W KME PREDATOR SS XMFD FLAT ROOF
 ENGINE & TRANS: CUMMINS ISX12 450 HP/ALLISON 4000 EVS
 AXLES: 70,000# FRONT/27,000# REAR
 PUMP: WATEROUS CSU-C20 1,500 GPM SINGLE STAGE PUMP
 WATER TANK: 750 GALLONS POLY
 BODY TYPE: FLEX SHORT

THIS DRAWING IS A GENERAL CONFIGURATION AND MAY NOT NECESSARILY REFLECT ALL CONTRACTUAL REQUIREMENTS. CONTRACT SPECIFICATIONS SHALL PREVAIL OVER DRAWING.

CUSTOMER APPROVAL:
 NAME: _____
 TITLE: _____
 DATE: _____

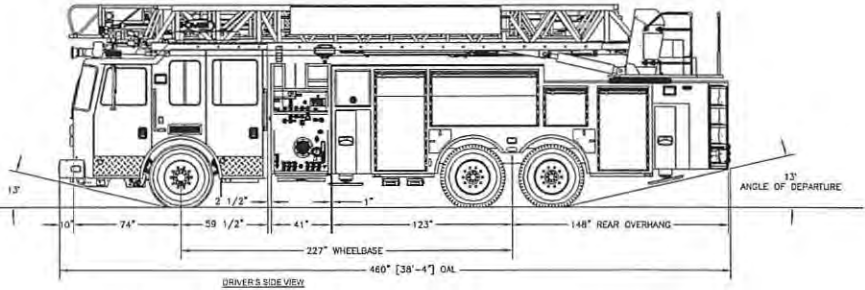
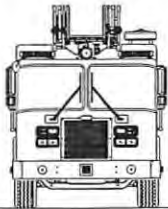
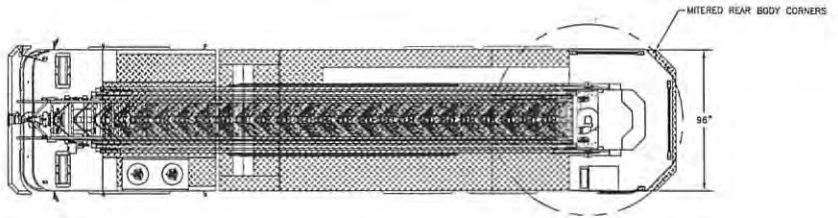
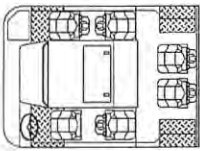
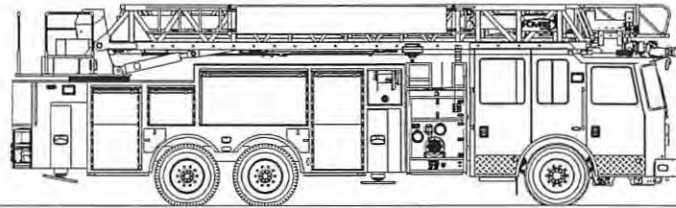
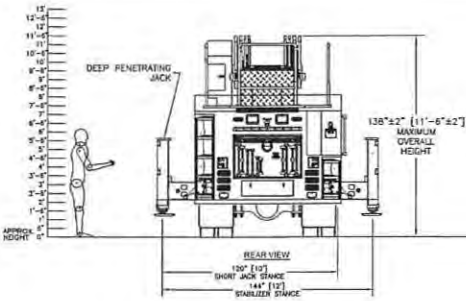
REV	DATE	REASON DESCRIPTION	APP'D
1	03/22/2017	Body Design Update	KS
SALES ENGINEER - Kevin Stober			

DIMENSIONS ARE APPROXIMATE & MAY VARY DUE TO BUILD ADJUSTMENTS
 SCALE: 1/8" = 1'-0" DRAWN BY: _____ DATE: 07/29/2018
 NONE B APPROVED BY: _____
 CUSTOM PUMPER
 LAWRENCE FIRE DEPARTMENT
 GSO # 10528



PAUL F. LE
 CAPT. LEVER'S OFFICE
 NEWPORT, MA

2010 MAY -7 PM 4:05



CAB: PREDATOR SEVERE SERVICE 96" X-MFD 10' RAISED BODY
 ENGINE/TRANSMISSION: 1501.300 HP / ALLISON 4000E5
 AERIAL DEVICE: 103' REAR MOUNT LADDER
 PUMP: HALE DORAN-K-150 1200 GPM SINGLE STAGE
 TANK TYPE: 650 GALLON POLY/IE
 BODY: 3/16" ALUMINUM

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GSO # 10860



May 28, 2019
Committee Items-
Planning & Development

- ORDR087_02_11_19 Preservation Restriction Agreement – 28-30 Pleasant Street

per

CITY OF NEWBURYPORT



IN CITY COUNCIL

ORDERED:

February 11, 2019

Be it ordained by the City Council of the City of Newburyport as follows:

THAT the City Council of the City of Newburyport hereby approve and authorize the acceptance of a Preservation Restriction between the City, acting through the Newburyport Historical Commission, and The First Religious Unitarian Universalist [Church], for the property located at 28-30 Pleasant Street (a.k.a. 26 Pleasant Street); and

Further, that the Mayor of the City of Newburyport, the City Council President and City Clerk are hereby authorized to sign the subject Preservation Restriction as may be required, to act on behalf of the City and enter into any and all instruments, including acceptance of said Preservation Restriction in accordance with Massachusetts General Laws Chapter 184, and to take any other actions necessary to execute this acceptance and the associated Preservation Restriction accordingly.

Councillor Jared J. Eigerman



lead, Talerman & Costa, LLC
Attorneys at Law

30 Green Street
Newburyport, MA 01950
Phone 978.463.7700
Fax 978.463.7747
www.mtcattorneys.com

IN HAND
Andy Port
Planning Director
City of Newburyport
60 Pleasant Street
Newburyport MA 01950

RE: Original Preservation Restriction for the First Religious Society

Dear Andy;

Reference is made to the above captioned matter. In that connection, I have enclosed the Original Preservation Restriction as executed by the land owner and the Historic Commission. Please commence the process for the City Council and the Mayor to execute this document. Once that is completed I will forward same to the Massachusetts Historical Society for their signature.

Thank you in advance for your assistance in this matter.

Regards,

Lisa L. Mead

cc: Client

PRESERVATION RESTRICTION AGREEMENT

between

The First Religious Society Unitarian Universalist

and the

CITY OF NEWBURYPORT, MASSACHUSETTS

BY AND THROUGH THE NEWBURYPORT HISTORICAL COMMISSION

THIS PRESERVATION RESTRICTION AGREEMENT is made this ___ day of _____ 2018 by and between the The First Religious Society Unitarian Universalist, located at 28-30 Pleasant Street (aka 26 Pleasant Street), Newburyport, Massachusetts, 01950 ("Grantor"), and the CITY OF NEWBURYPORT ("Grantee"), a municipality duly organized under the laws of the Commonwealth of Massachusetts and located in Essex County, Massachusetts, to be administered, managed and enforced by its agent, the NEWBURYPORT HISTORICAL COMMISSION, located at 60 Pleasant Street, Newburyport, Massachusetts, 01950 ("Commission").

WHEREAS, the Grantor is the owner of certain real property located at 28 – 30 Pleasant Street, Newburyport, Massachusetts, referred to as "the Property" and containing about .60 acres, more or less, comprising the Property conveyed by the Vote of the Inhabitants of the Town of Newburyport dated January 7, 1800, Newburyport Town Records Vol. 11 Page 209, and vote to acquire the "Rock Lot" dated May 22, 1800, and additional land adjoin, by vote of September 21, 1801 as affected by authorization of the Great and General Court to acquire land and build, set forth in Chapter 6 of the Acts of 1800, and Chapter 62 of the Acts of 1801; and by Deed granted by the Newburyport Redevelopment Authority to the First Religious Society (Unitarian) in Newburyport, Massachusetts dated September 19, 1973 and recorded in the Essex South Registry of Deeds in Book 6016, Page 439 as affected by Confirmatory Deed granted by the Newburyport Redevelopment Authority to the First Religious Society Unitarian-Universalist in Newburyport, MA, dated March 1, 2004, and recorded with said Registry of Deeds in Book 22530, Page 249; and the First Religious Society, Unitarian Universalist, in Newburyport, Ma, a body politic and corporate, was formerly known as "The First Religious Society (Unitarian) in Newburyport, Massachusetts,," and "The First Religious Society in Newburyport." Pursuant to Chapter 44 of the Acts of 1793. See Exhibit A incorporated herein by reference and attached hereto, said Property improved by two buildings thereon known as the Meeting House and the Parish Hall. See also "Boundary Plan of Land in Newburyport, Massachusetts" drawn by Port Engineering, August 6, 2003 and recorded in Plan Book 375 Plan 28 and attached hereto as Exhibit A-1. This Preservation Restriction shall only apply to the exterior of the Meeting House which shall be referred to hereinafter as "the Building", described as follows:

The wood framed structure consists of two integral connected structures. A six element steeple tower with its primary side facing Southwest (Pleasant Street) that includes a two-story entry façade, above, which is a square tower, rising to a square open belfry, surmounted by a large octagonal chamber, which in turn supports a smaller octagonal chamber, from which rises and octagonal steeple. The steeple tower projects from the main two-story church building. The entire building is painted white.

The Southwest entry façade facing Pleasant Street of the steeple tower consists of four Doric fluted pilasters on recessed-panel bases rising to a cornice. The columns divide the façade into a tripartite design and are separated by planked siding. The frieze consists of triglyphs, metopes and mutules, surmounted by a closed gable pediment with modillions inside the pediment peak

and below the cornice. There is a later modified semicircular 8-light fanlight in the tympanum. The first floor of the center section features a pedimented doorway which is flanked by Doric fluted pilasters with an entablature of triglyphs and metopes. The semicircular fanlight atop the 6-paneled (recessed panels) door is decorated with a circumscribed semicircular 7-ray sunburst from which radiate 6 rays, the other points of which are draped with swags of bellflowers and stars. There is a semicircular border of carved rosettes around this fanlight. Inside the pediment peak are curved shaped elements possibly pendentive arches terminating in guttae.

Above this doorway on the second floor is a Palladian window with four Doric fluted pilasters and Doric entablature (including small modillions) surmounted by a segmented, rayed fanlight which is topped by a semicircular border of carved rosettes. The two façade elements to either side of the center section each feature a doorway with a 6-paneled door, flanked by plain Doric pilasters and surmounted by a simple Doric entablature of metopes and triglyphs and guttae below. On the second floor over the side doorways is a semi-circular-headed sash window, 12 over 12, topped by a segmented fanlight. Entry is made across the entire front façade on a tier of granite steps. Flanking each door is a pair of wrought iron boot scrapes and to either side of the center door are wrought iron handrails, the newel post topped with an urn (handrails and newel post not original).

The large square steeple tower that rises above the roofline of the front façade consists of quoins at the front corners and is clapboarded. There is one 12 over 12 window with Doric frieze and projecting cornice. Underneath the entablature of this tower section is a row of large curved elements possibly pendentive arches terminating in guttae. Four free-standing obelisks, possibly original, demarcate the four corners of the open belfry level where four plain Doric pilasters flank a center keystone arch. A baluster railing runs across the bottom opening of the arch and a Doric entablature runs across the top of the belfry level. Acorn shaped urns, possibly original, define the lower corners of the large octagonal chamber level where eight Corinthian columns separate eight 6 over 9 windows with rounded 5-segmented fanlight tops, all topped with a Corinthian entablature.

Urn-shaped finials define the corners of the next small octagonal section composed of eight Gothic-headed windows separated by fluted pilasters. Above the small octagonal chamber is the original octagonal clapboarded steeple which is topped by a cock weathervane.

The Southeast side (State Street) of the steeple tower entry projection is clapboarded and contains a side entrance door topped by a fanlight (both not original); the door cornice moldings duplicate those of the front side doors. There is a 12 over 12 window on the second floor and the roof cornice duplicates that of the west front. The Northwest corner (Unicorn Street) side of the steeple tower contains a 12 over 12 on both first and second floors and no doorway.

The gable-ended southwest (Pleasant Street) ends of the main building are lap-sided with 12 over 12 windows on each of two floors. Window surrounds duplicate those of the steeple tower 12 over 12 windows. Corner pilasters echo southwest projection pilasters. The two-story southeast (State Street side) and northwest (Unicorn Street) sides of the main building have a granite block foundation, which is old, but not original on the southeast side and is new on the northwest side. There are seven 12 over 12 windows on each floor with elaborate entablatures with triglyphs, metopes and mutules. Above these elements are a row of curved elements possibly pendentive arches terminating in guttae.

There are fluted pilasters at the corners. The cornice decoration duplicates the front west façade including modillions below the eaves and a frieze with triglyphs, metopes and mutules. Above

the frieze and below the modillions is a heavy bed moulding. The clapboard is composed of approximately four-foot elements with shallow scarf joints secured with original rose-head nails. Approximately 90 percent of the original siding remains.

The two-story gable-ended northeast (facing the Merrimac River) elevation is clapboarded with a center Palladian window to be centered by four plain pilasters topped by a plain projecting cornice and semicircular fanlight. Flanking the Palladian window are eight windows, four per floor, two each side, with 12 over 12 lights and typical Newburyport Federal period projecting cornices. These simple cornices contain a one-piece curved tapering projection. There is a later added brick chimney mounted externally to the structure. a projecting one-story structure on a field-stone foundation is entered by steps and a door on the south side. On the north side of this projection, is a 6 over 6 double-hung window.

In the foundation level of the north elevation are two entry doors and three sets of double-hung sash. The church offices and meeting rooms are located in the basement and accessed by a series of steps and handicap-accessible inclined brick walkways. In addition the doors are flanked by early window openings in the foundation in what would have been the basement (now church offices). The current windows are replacements.

Note 1: The window glass in the church is estimated as 30 percent original and an additional 40 percent old (but not original to the structure).

Note 2: This church was an important inspiration to Samuel McIntire (Salem's master carver and architect) who came to Newburyport to study it before designing the very similar South Church in Salem, built 1803/1804, and which burned in 1903.

Note 3: see Historic American Building Survey (HABS) for limited drawings at main lower levels.

The Building is located in approximately the center of the Property and is bounded on the front or Pleasant Street side by brick sidewalks, to the west by lawn and a depressed brick patio leading to the lower level of the Building, to the north or rear by laws, deciduous trees and evergreen bushes and to the east by a sidewalk and sparse grassy area separating the Building from the Parish Hall.

The Building is further depicted and described in Exhibit B incorporated herein and attached hereto by reference; and

WHEREAS, the cultural, historical and architectural significance of the 1801 Building and the Property was recognized by their individual listing in the National Register of Historic Places on April 2, 1976, their inclusion as a contributing resource to the Newburyport Historic District, listed in the National Register of Historic Places on August 2, 1984, and their resulting inclusion in the State Register of Historic Places. The Building and the Property are important for their associations with the social and religious history of Newburyport, and to the public's enjoyment and appreciation of Newburyport's architectural and historical heritage; and

WHEREAS, Grantor and Grantee recognize the architectural, historic, and cultural values (hereinafter "preservation values") and significance of the Building and the Property, and have the common purpose of preserving the aforesaid preservation values and significance of the exterior of the Building and the Property; and

WHEREAS, the preservation values of the Building and the Property are documented in a series of photographs and documents (hereinafter, "Baseline Documentation") incorporated herein and attached

hereto as by reference as Exhibit B, which Baseline Documentation the parties agree provides an-accurate representation of the Building as of the date of this grant; and

WHEREAS, the Baseline Documentation (Exhibit B) shall consist of the following:

- A. A set of thirty (39) exterior photographs of the Building taken in August, 2017;
1. South Facade - Ground to top of spire
 2. South Facade - Main Entrance Doors
 3. Steeple Tower Base/Vestibule and Sanctuary Main Southeast Elevation
 4. Steeple Tower Base/Vestibule Southeast Elevation - Detail
 5. Sanctuary Main (Southeast) Facade
 6. Steeple Tower Base/Vestibule and Sanctuary Main Southwest Elevation
 7. Steeple Tower Base/Vestibule Southwest Elevation - Detail
 8. Sanctuary Main (Southwest) Facade
 9. Center entrance door (South Facade)
 10. Sunrise half-round window above center entrance door
 11. Detail above one of the side entrance doors (South Facade)
 12. Window at second level above center entrance door (South Facade)
 13. South Facade of Steeple from Vestibule roof peak to top of Spire
 14. South Facade of Steeple from Bell Deck to top of Spire
 15. Bell Tower Arch
 16. Bell Deck Corner with Obelisk
 17. Lower Light Tower
 18. Lower Light Tower Corner Detail
 19. Upper Light Tower
 20. Soffit of East Facade taken directly up
 21. Typical window detail at first level of Sanctuary
 22. Full West Facade with Steeple
 23. West Facade of Sanctuary - Rear
 24. West Facade of Sanctuary - Front
 25. West Facade First Level and Basement - Rear
 26. West Facade First Level and Basement - Center
 27. West Facade First Level and Basement - Front
 28. East Facade from Rear Corner
 29. East Facade Center - Bottom

30. East Facade Center - Middle
31. East Facade Center - Top
32. North Facade - Full
33. North Facade - Left
34. North Facade - Middle
35. North Facade - Right
36. North Facade - Robing Room Side Elevation
with Utility Structure in Foreground
37. North Facade - Robing Room Rear Elevation
38. North Facade - Robing Room Side Elevation
with HVAC units in Foreground
39. Pediment Corner Detail

- B. B-2 Massachusetts Historical Commission Inventory Form- B Building, dated September 20, 1980.
- C. B-3 Newburyport Assessors' Parcel Map with Building Footprint; and

WHEREAS, there are certain aspects of the Building in need of preservation and restoration; and

WHEREAS, upon the recommendation of the Community Preservation Committee and approved as Project #9 by the City Council on June 9, 2016, the sum of two hundred thousand dollars (\$200,000) from the Community Preservation Fund ("Funds") was appropriated for the purpose of funding a grant for the restoration of the Building; and

WHEREAS, the Grantor and the Grantee have reached an Agreement whereby the Grantee shall provide the Funds so appropriated to the Grantor to be expended for the preservation and restoration of the aforementioned Building, under the terms and conditions set forth herein and in such other documents as the parties may execute, and the Grantor agrees to accept such Funds to be used exclusively for such purposes and under such terms and conditions ("Restriction" or "Preservation Restriction");

WHEREAS, the Grantor in further consideration of the receipt of such Funds and to ensure the preservation of the aforementioned Building agrees and desires, to impose certain restrictions, obligations and duties upon itself, its successors and assigns, so as to maintain, protect and preserve the architectural and historical integrity of the Building;

WHEREAS, the preservation of the Building is important to the public for the enjoyment and appreciation of its architectural and historical heritage and serves the public interest in a manner consistent with the purposes of Massachusetts General Laws, Chapter 184, Sections 31, 32 and 33 ("Act"); and

WHEREAS, the Commission is authorized to accept preservation restrictions in the name of the City of Newburyport and the Commission is a governmental body duly organized under the laws of the Commonwealth of Massachusetts, including the General Laws, Chapter 40C, authorized and directed by the Grantee to manage the Property and Buildings burdened by such restrictions, consistent with the provisions of the Act and to administer and enforce this preservation restriction;

NOW THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, the Grantor does hereby irrevocably grant and convey to the Grantee in gross in perpetuity this Restriction over the Property and exterior of the Building, except as set forth herein, to be administered, managed and enforced by the Commission.

1. Purpose: It is the Purpose of this Restriction to assure that, the architectural, historic, and cultural features of the exterior of the Building will be retained and maintained forever substantially in their current condition or in a restored condition approved by the Commission for preservation purposes and to prevent any use or change of the Property or the exterior of the Building that will significantly impair or interfere with the Building's preservation values or alter views of the exterior of the Building.

2. Preservation Restriction: The Grantor grants the Grantee the right to forbid or limit:

- a. any alteration to the appearance, materials, workmanship, condition or structural stability of the Building unless (i) clearly of minor nature and not affecting the characteristics which contribute to the architectural or historical integrity of the Building and the Property, or (ii) the Grantee has previously determined that it will not impair such characteristics after reviewing plans and specifications submitted by Grantor in accordance with the requirements of paragraph 7, which determination shall not be unreasonably withheld, or (iii) required by casualty or other emergency promptly reported to Grantee in accordance with the requirements of paragraph 9. For the purposes of this Agreement, interpretation of what constitutes alterations of a minor nature and ordinary maintenance and repair is governed by the Restriction Guidelines, which are attached hereto as Exhibit C and hereby incorporated by reference.
- b. any other act or use that may be harmful to the historic preservation of the Building or the Property.
- c. Notwithstanding the foregoing:
 - i. in the event the Grantor is required by law to make improvements to the Building or Property or is required in writing by its insurance carrier to make improvements to the Building or Premises in order to avoid revocation of insurance and the Grantor has exhausted all methods of variance or appeal process related to either applicable law or insurance qualifications, the Grantee and the Grantor agree that the Grantee may not forbid or limit the Grantor's ability to make the improvements which are required by law or by insurance qualifications and which are to maintain or improve the safe operation of the Grantor's business and provision of services for its employees and visitors. Said changes or improvements shall be subject to reasonable review by the Grantee.

3. Restriction as to Expenditure of Funds: Subject to Paragraph 2 and the terms and conditions of this Restriction and such other terms and conditions as the Commission may reasonably impose to accomplish the purposes of this Restriction, the Grantor shall expend such Community Preservation Funds to rehabilitate and restore the Building in accordance with the vote of the City Council as set forth above.

4.1. Grantor's Covenants: Covenant to Maintain. Subject to Paragraph 2 and the terms and conditions of this Restriction and such other terms and conditions as the Commission and the Grantor may reasonably and mutually agree upon to accomplish the purposes of this Restriction, the Grantor covenants and agrees at all times to maintain the Building in the same structural condition and state of repair to that exists following the substantial completion of restoration work to be completed as a result of the expenditure of Community Preservation Funds. Grantor's obligation to maintain shall require replacement, repair, and reconstruction by Grantor whenever necessary to preserve the exterior of the Building. Subject to the casualty provisions of paragraphs 9 and 10, this obligation to maintain shall require replacement, rebuilding, repair, and reconstruction of the Building whenever necessary in accordance with the policies and procedures of the Commission and in accordance with The Secretary of the Interior's Standards for the Treatment of Historic Properties with Guidelines for Preserving, Rehabilitating, Restoring, and Reconstructing Historic Buildings (36 CFR 67 and 68), as these may be amended from time to time (hereinafter the "Secretary's Standards").

Grantor's covenant herein shall be limited to funds reasonably available therefore. Should the parties disagree as to the need of maintenance or the availability of funds the matter may be submitted by either party for arbitration pursuant to the Massachusetts arbitration statute then in effect.

4.2. Grantor's Covenants: Prohibited Activities. The following acts or uses are expressly forbidden except as otherwise conditioned in this paragraph:

- a. the Building shall not be demolished, removed, or razed except as provided in Paragraphs 9 and 10;
- b. the dumping of ashes, trash, rubbish, or any other unsightly or offensive materials is prohibited on the Property near the Building;
- c. except to the extent that said easements may be taken, the Grantor shall not voluntarily, place above-ground utility transmission lines, and except those reasonably necessary for the existing Building, may be created on the Property, subject to utility easements already recorded;
- d. no additions and/or outbuildings may be attached to the Building without prior approval of the Grantor; and
- e. moving the Building to another location shall be forbidden without prior approval of the Commission.

5. Conditional Rights Requiring Grantee Approval: Subject to Paragraph 4 and the terms and conditions of this Restriction and such other terms and conditions as the Commission and the Grantor may mutually and reasonably agree upon and thereafter impose to accomplish the purposes of this Restriction, the Grantor shall not alter the Building without prior express written approval of the Commission, which said approval shall not be unreasonably withheld. Without said approval Grantor shall not make any changes to the exterior of the Building, including the alteration, partial removal, construction, remodeling, or other physical or structural change, including permanent signs, except those signs currently existing, and any change in material or color or any change to the footprint, size, mass, ridge-line, and rooflines of the Building. Grantor shall similarly not make any alterations to the surrounding Property that would obscure the current view of the Building, such as the installation of permanent signage or trees or very large shrubs without approval of the Commission.

Activities by Grantor to maintain the Building and the Property which are intended to be performed in accordance with the provisions of paragraph 4.1, and which are of a minor nature, shall not require the prior approval of the Commission. For the purposes of this section, interpretation of what constitutes ordinary maintenance of a minor nature is governed by the Restriction Guidelines (Exhibit C), which are attached to this Agreement and hereby incorporated by reference.

6. Grantor's Reserved Rights Not Requiring Further Approval by the Grantee: Subject to the provisions of paragraphs 2 and 4.2, the following rights, uses, and activities of or by Grantor on, over, or under the Property are permitted by this Restriction and by the Commission without further approval by the Commission:

- a. the right to engage in all those acts and uses that:

(i) are permitted by governmental statute or regulation;

- (ii) do not substantially impair the preservation values of the Building and Property; and
- (iii) are not inconsistent with the Purpose of this Restriction;

- b. pursuant to the provisions of Paragraph 4.1, the right to maintain and repair the Building strictly according to the Secretary's Standards. As used in this sub-paragraph, the right to maintain and repair shall mean the use by the Grantor of in-kind materials and colors, applied with workmanship comparable to that which was used in the construction or application of those materials being repaired or maintained, for the purpose of retaining in good condition the appearance and construction of the exterior of the Building. The right to maintain and repair as used in this sub-paragraph shall not include the right to make changes in appearance, materials, workmanship from that existing prior to the maintenance and repair without the prior approval of the Commission in accordance with the provisions of Paragraph 5;
- c. the right to remove and replace, if the Grantor deems appropriate, the Weathercock on top of the Building and the restrictions imposed hereunder shall in no way limit or restrict whatsoever the rights of the Grantor with respect to the Weathercock.
- d. the right to remove, replace, re-construct, renovate or take any action whatsoever as the Grantor deems appropriate on the building on the Property known as the Parish Hall and which is located to the east of the Building/Meeting House.

7. Review of Grantor's Requests for Approval: Grantor shall submit to the Commission for the Commission's approval of those conditional rights set out at Paragraphs 2 and 5 two copies of information (including plans, specifications, and designs where appropriate) identifying the proposed activity with reasonable specificity. In connection therewith, Grantor shall also submit to the Commission a timetable for the proposed activity sufficient to permit the Commission to monitor such activity. Within forty-five (45) days of the Commission's receipt of any plan or written request for approval hereunder, the Commission shall certify in writing that (a) it approves the plan or request, or (b) it disapproves the plan or request as submitted, in which case the Commission shall provide Grantor with written suggestions for modification or a written explanation for the Commission's disapproval. Any failure by the Commission to act within forty-five (45) days of receipt of Grantor's submission or resubmission of plans or requests shall be deemed to constitute approval by the Commission of the plan or request as submitted and to permit Grantor to undertake the proposed activity in accordance with the plan or request submitted, so long as the request sets forth the provisions of this section relating to deemed approval after the passage of time.

8. Standards for Review: In exercising any authority created by this Restriction to inspect the Building; to review any construction, alteration, repair, or maintenance; or to review casualty damage or to reconstruct or approve reconstruction of the Building following casualty damage, the Commission shall apply the Secretary's Standards.

9. Casualty Damage or Destruction: In the event that Building or Property shall be damaged or destroyed by fire, flood, windstorm, hurricane, earth movement or other casualty, Grantor shall notify the Commission in writing within fourteen (14) days of the damage or destruction, such notification including what, if any, emergency work has already been completed. No repairs or reconstruction of any type, other than temporary emergency work to prevent further damage to the Building and Property and to protect public safety, shall be undertaken by Grantor without the Commission's prior written approval of the work which said approval shall not be unreasonably withheld. Within one hundred twenty (120) days of the date of damage or destruction, if required by the Commission, Grantor at its expense shall submit to

the Commission a written report prepared by a qualified restoration architect and an engineer who are acceptable to the Grantor and the Commission, which report shall include the following:

- a. an assessment of the nature and extent of the damage;
- b. a determination of the feasibility of the restoration of the Building and/or reconstruction of damaged or destroyed portions of the Building; and
- c. a report of such restoration/reconstruction work necessary to return the Building to the condition existing at the date hereof or the condition subsequently approved by the Commission.

10. Review After Casualty Damage or Destruction: If, after reviewing the report provided in Paragraph 9 and assessing the availability of insurance proceeds after satisfaction of any mortgagee's/lender's claims under paragraph 11, Grantor and the Commission agree that the Purpose of the Restriction will be served by such restoration/reconstruction, Grantor and the Commission shall establish a schedule under which Grantor shall complete the restoration/reconstruction of the Building in accordance with plans and specifications consented to by the parties up to at least the total of the casualty insurance proceeds available to Grantor.

If, after reviewing the report and assessing the availability of insurance proceeds after satisfaction of any mortgagee's/lender's claims under paragraph 11, Grantor and the Commission agree that restoration/reconstruction of the Building is impractical or impossible, or agree that the Purpose of the Restriction would not be served by such restoration/reconstruction and Grantor may, with prior written consent of the Commission, alter, demolish, remove or raze the Building, and/or construct new improvements on the Property, Grantor and Grantee may agree to extinguish this Restriction in accordance with the laws of the Commonwealth of Massachusetts and paragraph 23 hereof.

If, after reviewing the report and assessing the availability of insurance proceeds after satisfaction of any mortgagee's/lender's claims under paragraph 11, Grantor and the Commission are unable to agree that the Purpose of the Restriction will or will not be served by such restoration/reconstruction, the matter may be referred by either party to binding arbitration and settled in accordance with the Commonwealth of Massachusetts arbitration statute then in effect, and all other applicable laws, rules, regulations, and ordinances. Arbitrator shall have experience in historic preservation matters.

11. Insurance: Grantor shall keep the Building insured by an insurance company rated "A-1" or better by Best's for the full replacement value against loss from the perils commonly insured under standard fire and extended coverage policies and comprehensive general liability insurance against claims for personal injury, death and property damage. Property damage insurance shall include change in condition and building ordinance coverage, in form and amount sufficient to replace fully the damaged Building without cost or expense to Grantor or contribution or coinsurance from Grantor. Grantor shall deliver to the Commission, within ten (10) business days of the Commission's written request thereof, certificates of such insurance coverage. Provided, however, that whenever the Property is encumbered with a mortgage or deed of trust nothing contained in this paragraph shall jeopardize the prior claim, if any, of the mortgagee/lender to the insurance proceeds.

12. Indemnification: Grantor hereby agrees to pay, protect, indemnify, hold harmless and defend, at its own cost and expense, Grantee, its boards, commissions, appointees, agents, directors, employees, or independent contractors from and against any and all claims, liabilities, expenses, costs, damages, losses and expenditures (including attorneys' fees and disbursements hereafter incurred) arising out of or in connection with injury to or death of any person as a result of the existence of this Restriction; physical

damage to the Building; the presence or release in, on, or about the Property, at any time, of any substance now or hereafter defined, listed, or otherwise classified pursuant to any law, ordinance or regulation as a hazardous, toxic, polluting or contaminating substance; or other injury or other damage occurring on or about the Building; unless such injury, death, or damage is caused by Grantee or its boards, commissions, appointees, agents, directors, employees, or independent contractors. In the event that Grantor is required to indemnify Grantee pursuant to the terms of this paragraph, the amount of such indemnity, until discharged, shall constitute a lien on the Property with the same effect and priority as a mechanic's lien.

13. Written Notice: Any notice which either Grantor or Grantee may desire or be required to give to the other party shall be in writing;

Grantor: Business Administrator
First Religious Society Unitarian Universalist
28-30 Pleasant Street
Newburyport MA 01950

Grantee: City of Newburyport
c/o Newburyport Historical Commission
City Hall
60 Pleasant Street
Newburyport, MA 01950

Each party may change its address set forth herein by a notice to such effect to the other party.

14. Evidence of Compliance: Upon request by Grantor, Grantee shall promptly furnish Grantor with certification that, to the best of Grantee's knowledge, Grantor is in compliance with the obligations of Grantor contained herein, or that otherwise evidence the status of this Restriction to the extent of Grantee's knowledge thereof.

15. Inspection: With the consent of Grantor, Grantee or its representatives shall be permitted at reasonable times to inspect the Buildings and the Property on an annual basis. Grantor covenants not to withhold unreasonably its consent in determining dates and times for such inspections.

16. Grantee's Remedies: The Grantor, for itself, its assigns and successors, expressly acknowledges that a violation of this Preservation Restriction Agreement, including a failure to expend such Funds for their intended purposes, may result in the Commission exercising its right to enforce the terms and conditions of the Restriction by seeking appropriate legal and equitable relief, including, but not limited to, restoration of the Building, repayment of the Funds, and such other legal and equitable remedies as may be available to the Commission to effectuate the purposes of this Restriction and to enforce the Grantor's obligations hereunder.

In the event Grantor is found to have violated any of its obligations, Grantor shall reimburse Grantee for any costs or expenses incurred in connection with Grantee's enforcement of the terms of this Restriction, including all court costs, and attorneys', architectural, engineering, and expert-witness fees. Grantor shall, at its own expense and with approval of Commission, reverse any actions or activities which violated this restriction and altered the Building.

Nothing in this Restriction shall impose upon the Commission any duty to maintain or require that the Building be maintained in any particular state or condition, notwithstanding the Commission's acceptance hereof. Enforcement of the terms of this Preservation Restriction shall be at the discretion of the Commission. Any election by the Commission as to the manner and timing of the exercising of its right to enforce this Preservation Restriction or otherwise exercise its rights hereunder shall not be deemed or construed to be a waiver of such rights. By its acceptance of this Preservation Restriction, the Commission does not assume any liability or obligation relating to the condition of the Building or the Property, including compliance with hazardous materials or other environmental laws and regulations.

17. Notice from Government Authorities: Grantor shall deliver to Grantee copies of any notice of violation or lien relating to the Buildings or Property received by Grantor from any government authority within five (5) days of receipt by Grantor. Upon request by Grantee, Grantor shall promptly furnish Grantee with evidence of Grantor's compliance with such notice or lien where compliance is required by law.

18. Notice of Proposed Sale: Grantor shall promptly notify Grantee in writing of any proposed sale of the Property and provide the opportunity for Grantee to explain the terms of the Restriction to potential new Grantors prior to sale closing.

19. Runs with the Land: Except as provided in Paragraphs 9 and 10, the restrictions, obligations and duties set forth in this Restriction shall run with the Property and shall inure to the benefit of the Commission and all parties claiming by, through or under the Commission and shall bind the Grantor and all parties claiming by, through or under the Grantor. The rights hereby granted to the Commission constitute the perpetual right of the Commission to enforce this Preservation Restriction Agreement. The Grantor hereby covenants for itself to stand seized and hold title to the Property subject to the terms of this Restriction. This Restriction shall extend to and be binding upon Grantor and Grantee, their respective successors in interest and all persons hereafter claiming under or through Grantor and Grantee, and the words "Grantor", "Grantee" when used herein shall include all such persons. Any right, title, or interest herein granted to Grantee also shall be deemed granted to each successor and assign of Grantee and each such following successor and assign thereof, and the word "Grantee" shall include all such successors and assigns.

Anything contained herein to the contrary notwithstanding, Grantor of the Property shall have no obligation pursuant to this instrument where such Grantor shall cease to have any Grantorship interest in the Property by reason of a bona fide transfer. The restrictions, stipulations and covenants contained in this Restriction shall be inserted by Grantor, verbatim or by express reference, in any subsequent deed or other legal instrument by which Grantor divests itself of either the fee simple title to or any lesser estate in the Property or any part thereof, including by way of example and not limitation, a lease of all or a portion of the Property.

20. Assignment: Grantee may convey, assign, or transfer this Restriction to a unit of federal, state, or local government or to a similar local, state, or national charitable corporation or trust that qualifies under the Act, and whose purposes, inter alia, are to promote preservation of historical, cultural, or architectural resources, provided that any such conveyance, assignment or transfer requires that the Purpose for which the Restriction was granted will continue to be carried out. Grantee shall obtain Grantor's prior written approval of such conveyance, assignment, or transfer by Grantee, such approval not to be unreasonably withheld.

21. Alternate Designee: Grantee may, at its discretion, remove and replace the Commission as its designee to administer, manage, and enforce this Restriction, provided that any new designee is qualified as such under the Act and other applicable law.

22. Recording and Effective Date: Grantee shall do and perform at its own cost all acts necessary to the prompt recording of this Restriction which shall become effective upon its being duly executed by the Grantor, the City of Newburyport, and the Newburyport Historical Commission, its being approved by the Massachusetts Historical Commission, and its being recorded with the Southern Essex County District Registry of Deeds.

23. Extinguishment: Grantor and Grantee hereby recognize that an unexpected change in the conditions surrounding the Property may make impossible the continued Grantorship or use of the Property for the Purpose of this Restriction and necessitate extinguishment of the Restriction. Such a change in conditions may include, but is not limited to, partial or total destruction of the Building resulting from casualty. Such an extinguishment must meet all the requirements of the Act for extinguishment, including public hearings by the City of Newburyport and the Massachusetts Historical Commission to determine that such extinguishment is in the public interest. In the event of a sale of the Property, net proceeds of sale shall be paid to Grantor.

24. Condemnation: If all or any part of the Property is taken under the power of eminent domain by public, corporate, or other authority, or otherwise acquired by such authority through a purchase in lieu of a taking, Grantor and Grantee shall join in appropriate proceedings at the time of such taking to recover the full value of those interests in the Property that are subject to the taking and all incidental and direct damages resulting from the taking. All expenses reasonably incurred by Grantor and Grantee in connection with such taking shall be paid out of the recovered proceeds. Such recovered proceeds shall be paid to Grantor.

25. Interpretation: The following provisions shall govern the effectiveness, interpretation, and duration of the Restriction:

- a. Any rule of strict construction designed to limit the breadth of restrictions on alienation or use of the Property shall not apply in the construction or interpretation of this Restriction and this instrument shall be interpreted broadly to affect its Purpose and the transfer of rights and the restrictions on use contained herein.
- b. This instrument may be executed in two counterparts, one of which is to be retained by Grantor and the other, after recording, to be retained by Grantee. In the event of any disparity between the counterparts produced, the recorded counterpart shall in all cases govern. Except as provided in the preceding sentence, each counterpart shall constitute the entire Restriction of the parties.
- c. This instrument is made pursuant to the Act, but the invalidity of such Act or any part thereof shall not affect the validity and enforceability of this Restriction according to its terms, it being the intent of the parties to agree and to bind themselves, their successors and their assigns in perpetuity to each term of this instrument whether this instrument be enforceable by reason of any statute, common law or private Restriction either in existence now or at any time subsequent hereto.
- d. Nothing contained herein shall be interpreted to authorize or permit Grantor to violate any ordinance or regulation relating to building materials, construction methods or use. In the event of any conflict between any such ordinance or regulation and the terms hereof Grantor promptly shall notify Grantee of such conflict and shall cooperate with Grantee and the applicable governmental entity to accommodate the purposes of both this Restriction and such ordinance or regulation.

If any court or other tribunal determines that any provision of this instrument is invalid or unenforceable, such provision shall be deemed to have been incorporated herein automatically to conform to the requirements for validity and enforceability as determined by such court or tribunal. In the event any provision invalidated is of such a nature that it cannot be modified, the provision shall be deemed deleted from this Preservation Restriction as though it had never been included herein. In either case, the remaining provisions of this instrument shall remain in full force and effect.

26. Amendment: If circumstances arise under which an amendment to or modification of this Restriction would be appropriate, Grantor and Grantee may by mutual written agreement jointly amend this Restriction, provided that no amendment shall be made that will adversely affect the qualification of this Restriction or the status of Grantee under any applicable law. Any such amendment shall be consistent with the protection of the preservation values of the Property and the Purpose of this Restriction; shall not affect its perpetual duration; shall not permit any private increment to any person or entity; and shall not adversely impact the overall architectural and historic values protected by this Restriction. Any such amendment shall be effective when the requirements of the Act with respect to amendments have been met and the amendment is recorded in the Southern Essex County District Registry of Deeds. Nothing in this paragraph shall require Grantor or Grantee to agree to any amendment or to consult or negotiate regarding any amendment.

27. Release: This Preservation Restriction is intended to be a restriction in gross in perpetuity and may only be released, in whole or in part, by the Grantee pursuant to the procedures for release established by the Act, and otherwise by law, including but not limited to G.L. c. 184 §32 and including approvals following public hearings by the City of Newburyport and the Massachusetts Historical Commission to determine that such a release is in the public interest.

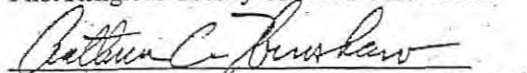
28. Archaeological Activities: The conduct of archaeological activities on the Property, including without limitation survey, excavation, and artifact retrieval, may occur only following the submission of an archaeological field investigation plan prepared by the Grantor and approved in writing by the Grantee and the State Archaeologist of the Massachusetts Historical Commission (M.G.L. C. 9, Sec. 27C, 950 C.M.R. 70.00).

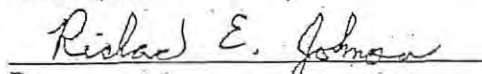
IN WITNESS WHEREOF, the Grantor sets its hand and seal this 13th day of December, 2018.

By:

GRANTOR:

First Religious Society Unitarian Universalist


By: PARISH BOARD CHAIRPERSON
Its: ~~President~~

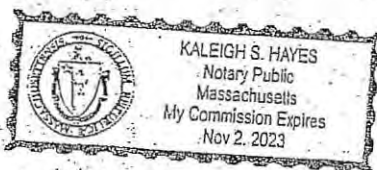

By:
Its: Treasurer

Duly authorized by a vote of the Board on December 12, 2018

COMMONWEALTH OF MASSACHUSETTS

Essex, ss.

On this 20th day of December, 2018, before me, the undersigned notary public, personally appeared Arthur C. Henshaw, proved to me through satisfactory evidence of identification, which was (a current driver's license) (a current U.S. passport) (my personal knowledge of the identity of the principal), to be the person whose name is signed on the preceding or attached document, and acknowledged to me that s/he signed it voluntarily for its stated purposes.

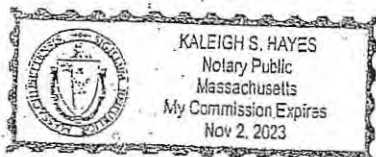


[Signature]
Notary Public
My Commission Expires: 11/2/2023

COMMONWEALTH OF MASSACHUSETTS

Essex, ss.

On this 20th day of December, 2018, before me, the undersigned notary public, personally appeared Richard Johnson, proved to me through satisfactory evidence of identification, which was (a current driver's license) (a current U.S. passport) (my personal knowledge of the identity of the principal), to be the person whose name is signed on the preceding or attached document, and acknowledged to me that s/he signed it voluntarily for its stated purposes.



[Signature]
Notary Public
My Commission Expires: 11/2/2023

ACCEPTANCE BY THE NEWBURYPORT HISTORICAL COMMISSION

Stephen Dodge

Stephen Dodge

Linda Smiley, duly authorized

Acty Chair, Newburyport Historical Commission

COMMONWEALTH OF MASSACHUSETTS

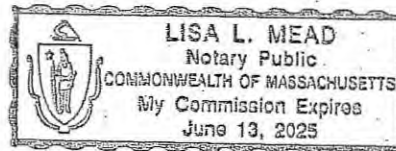
FSS-CX, ss.

On this 23 day of January, 2018, before me, the undersigned notary public, personally appeared Stephen Dodge, proved to me through satisfactory evidence of identification, which was (a current driver's license) (a current U.S. passport) (my personal knowledge of the identity of the principal), to be the person whose name is signed on the preceding or attached document, and acknowledged to me that s/he signed it voluntarily for its stated purposes as duly authorized Chair of the Newburyport Historical Commission.

[Signature]

Notary Public

My Commission Expires:



ACCEPTANCE AND APPROVAL BY THE CITY OF NEWBURYPORT

I, the undersigned City Clerk of the City of Newburyport, Massachusetts, hereby certify that at a meeting duly held on _____, 2018, the City Council voted to approve and accept the foregoing Preservation Restriction Agreement for the preservation of the historic resources of said City and being in the public interest pursuant to Massachusetts General Laws Chapter 184, Section 32.

CITY OF NEWBURYPORT

By its Clerk

Richard B. Jones

The undersigned hereby certifies that the foregoing preservation restrictions have been approved and accepted by the City of Newburyport

CITY OF NEWBURYPORT

Donna D. Holaday, Mayor

COMMONWEALTH OF MASSACHUSETTS

Essex, ss.

On this ____ day of _____, 2018, before me, the undersigned notary public, personally appeared Richard B. Jones, proved to me through satisfactory evidence of identification, which was (a current driver's license) (a current U.S. passport) (my personal knowledge of the identity of the principal), to be the person whose name is signed on the preceding or attached document, and acknowledged to me that s/he signed it voluntarily for its stated purposes as Clerk of the City of Newburyport.

Notary Public
My Commission Expires: _____

APPROVAL BY THE MASSACHUSETTS HISTORICAL COMMISSION

COMMONWEALTH OF MASSACHUSETTS

The undersigned Executive Director and Clerk of the Massachusetts Historical Commission hereby certifies that foregoing preservation restriction has been approved pursuant to Massachusetts General Law, chapter 184, section 32.

MASSACHUSETTS HISTORICAL COMMISSION

By: _____
Brona Simon
Executive Director and Clerk

COMMONWEALTH OF MASSACHUSETTS

Suffolk, ss.

On this ____ day of _____, 2018, before me, the undersigned notary public, personally appeared, Brona Simon, Executive Director and Clerk, proved to me through satisfactory evidence of identification, which was (a current driver's license) (a current U.S. passport) (my personal knowledge of the identity of the principal), to be the person whose name is signed on the preceding or attached document, and acknowledged to me that she signed it voluntarily for its stated purposes.

Notary Public
My Commission Expires:

EXHIBIT A
Property Description

The land with the buildings and improvements thereon if any, situate in Newburyport, Essex County, Massachusetts, and shown as Parcel 14 on a plan entitled, "Boundary Plan of Land in Newburyport, Massachusetts Owner, The First Religious Society in Newburyport", by Port Engineering Associates, Inc. dated 08-06-03, which plan is to be recorded at Plan Book 375 Page 28, and which premises are further and bounded and described as follows:

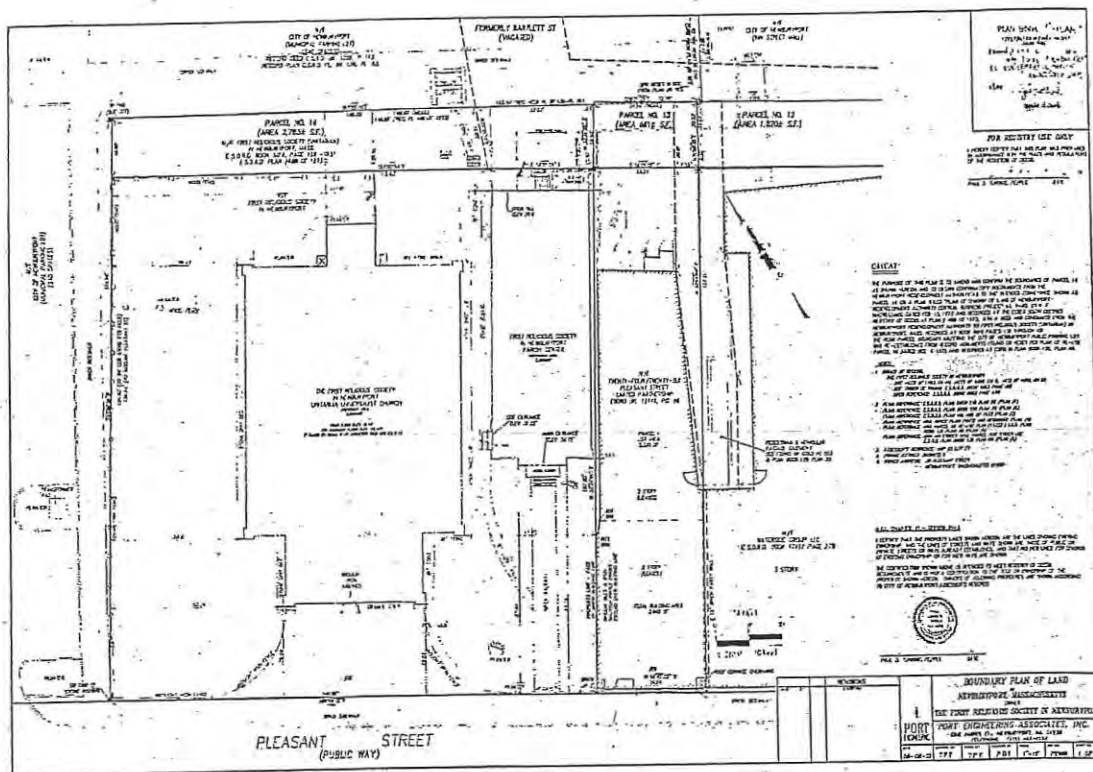
Beginning at the southwesterly corner thereof at a point that is N 33 degrees 52 feet 20 inches E, 56.50 inches from the southwesterly corner of a stone footing for a fence post near Pleasant Street, thence bounded:

- | | |
|---------------|---|
| Northwesterly | by the City of Newburyport municipal parking lot, eighteen (18.00') feet; and |
| Northeasterly | by the City of Newburyport municipal parking lot, one hundred forty-nine (149.00") feet and thirty-seven and 07/100 (37.07') feet; and |
| Southeasterly | by land now or formerly of Twenty-Four/Twenty-Six Pleasant Street Limited Partnership shown on the Confirmatory Plan as Parcel No. 13, nineteen and 40/100 (19.40') feet; and |
| Southwesterly | by other land of The First Religious Society in Newburyport Unitarian Universalist Church, on two courses, thirty-three and 38/100 feet and one hundred fifteen (83/100 (115.83') feet. |

containing 2,763 square feet more or less.

See Confirmatory Deed granted by the Newburyport Redevelopment Authority to the First Religious Society Unitarian-Universalist in Newburyport, MA, dated March 1, 2004, and recorded with said Registry of Deeds in Book 22530, Page 249;

EXHIBIT A-1



Committee Items-Public Safety

May 28, 2019

In Committee:

- COMM130_03_25_19 Cultural Survival Bazaar – July 20-21 2019 (updated)
- COMM136_04_08_19 Yankee Homecoming 2019 - 7/26-8/4
- COMM138_04_08_19 Newburyport Lions Club YHC Road Race - 7/30/2019
- COMM148_04_29_19 Bed Race - 8/1/2019
- COMM152_05_13_19 Strut for Strays - 6/2/2019

NEWBURYPORT SPECIAL EVENT APPLICATION

Tel.

Fax.

(For Parades, Road Races and Walkathons Only - Please complete page 3 of this application)

NAME OF EVENT: Cultural Survival Bazaar

Date: July 20-21, 2018 8/19 Time: from 10am to 8pm

Rain Date: n/a Time: from n/a to n/a

2. Location: Inn St. and Market Square

3. Description of Property: _____ Public Private _____

4. Name of Organizer: Jess Cherofsky City Sponsored Event: Yes _____ No

Contact Person

Address: 2087 Massachusetts Ave. Cambridge, MA 02140 Telephone: 617-441-5400 x 15

E-Mail: jess@cs.org, danae@cs.org Cell Phone: _____

Day of Event Contact & Phone: 845-300-7118

5. Number of Attendees Expected: 100-200 at a time

6. MA Tax Number: _____

7. Is the Event Being Advertised? Yes _____ Where? social media, press releases, mailing list, banner in town

8. What Age Group is the Event Targeted to? all ages

9. Have You Notified Neighborhood Groups or Abutters? Yes _____ No Who? we will notify Inn St. and State St. shops/businesses and will be in touch with Chamber of Commerce well in advance of event Meeting with retailers on 6/14.

ACTIVITIES: (Please check where applicable.) Subject to Licenses & Permits from Relevant City Departments

A. Vending: Food _____ Beverages _____ Alcohol _____ Goods Total # of Vendors 40-45

B. Entertainment: (Subject to City's Noise Ordinance.) Live Music yes - as ambient music to shopping, not loud concert DJ _____ Radio/CD _____

Performers _____ Dancing _____ Amplified Sound Stage PROVIDED BY NEWBURYPORT

C. Games /Rides: Adult Rides _____ Kiddie Rides _____ Games _____ Raffle _____

Other _____ Total # _____

Name of Carnival Operator: _____

Address: _____

Telephone: _____

D. Organizer is responsible for clean-up during and after event. All trash must be collected and removed from event location immediately at the end of the event unless prior written agreement had been made with the Department of Public Services (DPS).

Will you be conducting the clean-up for this event? Yes No _____

If yes:

- a) How many trash receptacles will you be providing? 5
- b) How many recycling receptacles will you be providing? 3
- c) Will you be contracting for disposal of : Trash Yes ___ No Recycling Yes ___ No
- i. If yes, size of dumpster(s): Trash _____ Recycling _____
- ii. Name of disposal company: Trash _____ Recycling _____
- iii. If no, will you remove trash & recycling with organizers' cars or trucks? Yes No _____
- iv. If no, where will the trash & recycling be disposed ? _____

If no:

- a) # of trash container(s) to be provided by DPS _____
- b) # of recycling container(s) to be provided by Recycling Office _____
- c) \$45.00/hr/DPS employee charge must be paid by the organizer to DPS in advance of the event (Fee for Special Events). The hours required for the event will be determined by DPS.

All fees must be paid prior to the event. Check or money order is payable to the City of Newburyport.

E. Portable Toilets: (Each cluster of portable toilets must include at least one ADA accessible toilet)

NA Standard # NA ADA accessible

Name of company providing the portable toilets: _____

FOR PARADE, ROAD RACE AND WALKATHON EVENTS ONLY

PARADE _____ ROAD RACE _____ WALKATHON _____

1. Name of the Group or Person Sponsoring the Road Race, Parade, Walkathon:

2. Name, Address & Daytime Phone Number of Organizer: _____

3. Name, Address & 24/7 Telephone Number of Person Responsible for Clean Up _____

4. Date of Event: _____ Expected Number of Participants: _____

5. Start Time: _____ Expected End Time: _____

6. Road Race, Parade or Walkathon Route: (List street names & attach map of route): _____

7. Locations of Water Stops (if any): _____

8. Will Detours for Motor Vehicles Be Required? _____ If so, where? _____

9. Formation Location & Time for Participants: _____

10. Dismissal Location & Time for Participants: _____

11. Additional Parade Information:

• Number of Floats: _____

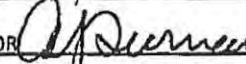

• Locations of Viewing Stations: _____

• Are Weapons Being Carried: Yes _____ No _____

• Are Marshalls Being Assigned to Keep Parade Moving: Yes _____ No _____

APPROVAL SIGNATURES REQUIRED FOR STREET CLOSURE OR ANY USE OF A PUBLIC WAY.

CITY MARSHAL  4 Green St. FIRE CHIEF  0 Greenleaf St.

DEPUTY DIRECTOR  16A Perry Way CITY CLERK  60 Pleasant St.

Sec. 13-97. - Road races, walkathons, bicycle and other multidisciplined events.

(a) *Short title.* This section may be cited as the "road races, walkathons and bicycle events."

(b) *Purpose and intent.* The use of city streets and sidewalks for the purpose of road races, walkathons or bicycle tours are positive events that promote exercise, general good health and Newburyport as a destination. These events do from time to time create hardships, impacting neighborhoods and traffic. To create a balance between conflicting interests, by safeguarding participants, residents, visitors and the City of Newburyport, this section will define and codify the procedure for the benefit of all.

(c) *Definitions.*

(1) *Road race.* A competitive or non-competitive running event that utilizes the streets, sidewalks and/or crosses over streets or sidewalks within city limits and in which an entry fee is required or charitable donation is solicited or suggested.

(2) *Walkathon.* A competitive or non-competitive walk event that utilizes the streets, sidewalks and/or crosses over streets or sidewalks within city limits and in which an entry fee is required or charitable donation is solicited or suggested.

(3) *Bicycle race.* A competitive or non-competitive bicycling event that utilizes the streets, sidewalks and/or crosses over streets or sidewalks within city limits and in which an entry fee is required or charitable donation is solicited or suggested.

(4) *Multidisciplined event.* A competitive or non-competitive event requiring or offering running, walking, biking, swimming or any combination thereof in which an entry fee is required or a charitable donation is solicited or suggested.

(5) *Event.* Any road race, walkathon, bicycle race, multi-disciplined event as defined above.

(d) *Limitations.*

(1) *Procedure.* All events shall, through that event's organizer, board of directors, charity foundation or designee ("organizer") apply for city council authorization to hold the event through the office of the city clerk no later than sixty (60) days before the event's proposed date. There shall be a grace period through December 31, 2017, during which applications will be accepted beyond the prescribed due date. Prior to application with the city council, the event shall file and receive approval from all applicable city departments, boards, and commissions. Copies of such approved applications, including along with documentation of any fees, donations, in-kind donations paid as part of said application(s), shall be included as part of the city council application.

The date of application is the date a completed application is submitted to the city clerk's office and stamped by the same. The city clerk, upon review of the completed form, will place the application on the next regular city council agenda, even if such submission is a late file. Upon following the procedures of the council, as deemed appropriated in the sole judgment of the council, the application will be considered approved if the council votes favorably by majority. The application shall name one (1) person responsible on the application and shall provide contact information to include name, address, email address, and telephone number.

(2) *Exemptions.* Each event organizer or organization shall comply with this ordinance and no exemptions will be permitted.

(3) *Course map.* All applications shall be accompanied by a legible, precise course map showing the event route, water stops, refreshment stops, and so-called "port-a-potties". The course map shall also include any road closures, detours and parking areas. The course map shall be approved by police, fire, department of public services, parks commission and harbor masters departments prior to submission to the city clerk.

(4) *Electronic amplifier.* Electronic amplifiers, loudspeakers and bullhorn use shall be requested at time of application. Under no circumstances will they be used for public address announcements or music before 8:00 a.m., except for Sundays when electronic amplifiers, loud speakers or bullhorns will not be used for public address announcements or music before 9:00 a.m.

(5) *Road closure.* No ways, public or private, boat ramps or parking lots controlled or patrolled by the city shall be closed without authorization. Authorization shall be considered granted only if said closure(s) are contained in the approved permit. It is the sole responsibility of the race organizers to notify residents fourteen (14) days in advance that neighborhood roads will be closed if no alternate route is available to those residents. Notification shall be made by race organizers by informational packet drop-off at all residences that may be impacted, including, but not limited to, road closures, restricted driveway access, parking restrictions, or noise. In the case of multi-family residences with so-called security doors, notification will be sufficient at said security door. A copy of the notification shall be provided to the city clerk and, when possible, posted on the city website and distributed via email. Further,

a list of all streets notified shall be provided to the city clerk to be date stamped and appended to the application record. Press releases and other media type notifications are encouraged.

(6) *Insurance.* All events shall have an insurance policy or rider in effect for the event naming the "City of Newburyport" as an additional insured. The policy shall be no less than two million dollars (\$2,000,000.00).

(7) *Event termination.* If in the judgment of the city marshal, fire chief or department of public services (DPS) director or designees thereof determine that an event is unsafe due to existing conditions, that event may be stopped, terminated or suspended. In the case of a multidiscipline event such as a triathlon, the harbormaster or his/her designee may likewise stop, terminate or suspend the swimming portion for cause.

(8) *Event and traffic security.* The city marshal, fire chief, DPS director or in the case of a triathlon, the harbormaster can require special duty personnel to assist in the organizing and coordinating the safety and security of the event. All special duty assignments will be paid by the event organizers.

(9) *Clean-up.* The event organizers shall be responsible for post event trash collection, removal of signage, directional arrows, advertisements or other promotional material associated with the event.

(10) *Parking.* The event organizers shall be responsible for including parking instructions in materials disseminated to event participants. If the event is happening within one-half mile of municipal parking, then participants shall be asked to park at such parking facilities.

(11) *Notification of previous event organizers.* To the extent reasonably possible, the city clerk shall notify all event organizers from events held from 2014—2016, inclusive, by a one-time phone, email, or letter of the new application timeline and other requirements.

(12) *Simplification.* Departments are encouraged to unify their respective applications into a singular application, managed and distributed by the city clerk's office.

(13) *Americans with Disabilities Act.* Event organizers are reminded of the importance of and expectation of adherence to the Americans with Disabilities Act of 1990 (42 U.S.C § 12101) and subsequent applicable amendments.

(e) *Enforcement.*

(1) *Regulations.* Consistent with this section, the city shall promulgate regulations to enforce and otherwise implement the provisions of this section upon passage by the city council. Any event previously approved by city council shall be deemed permitted.

(2) *Warning.* In the circumstance that this section is violated, the enforcement may consist of a warning. Any warnings issued for violation(s) will be reported to the city clerk and city council and may be used as a factor in future application approvals and denials.

(3) *Noncriminal disposition.* If the city determines that a violation has occurred in which a noncriminal violation is issued, the named event organizer shall be penalized by a non-criminal disposition as provided in Massachusetts General Law as adopted by the City of Newburyport as a general ordinance in section 1-17 of chapter 1 of the Code or Ordinances of the City of Newburyport in the amounts set herein in subsection (e)(4) below.

(4) *Violation.* The non-criminal violation shall be one hundred dollars (\$100.00) for the first offense and two hundred fifty dollars (\$250.00) for second and subsequent offenses. Any non-criminal citations issued for violation(s) will be reported to the city clerk and city council and shall be used as a factor in future application approvals and denials.

(5) *Failure to notify.* If the event fails to notify residents and provide documentation to the city clerk, pursuant to subsection (d)(5) above, shall render that organization ineligible to receive an event permit for a period of twelve (12) months unless special leave is granted by two-thirds supervote of the city council.

I fully understand and agree to all the terms set forth in this application. The information that I have provided is truthful and accurate. I accept all responsibility related to this event.

Signed: _____



Date: _____

1-17-19

DEPARTMENT APPROVAL (for Committee Member use only):

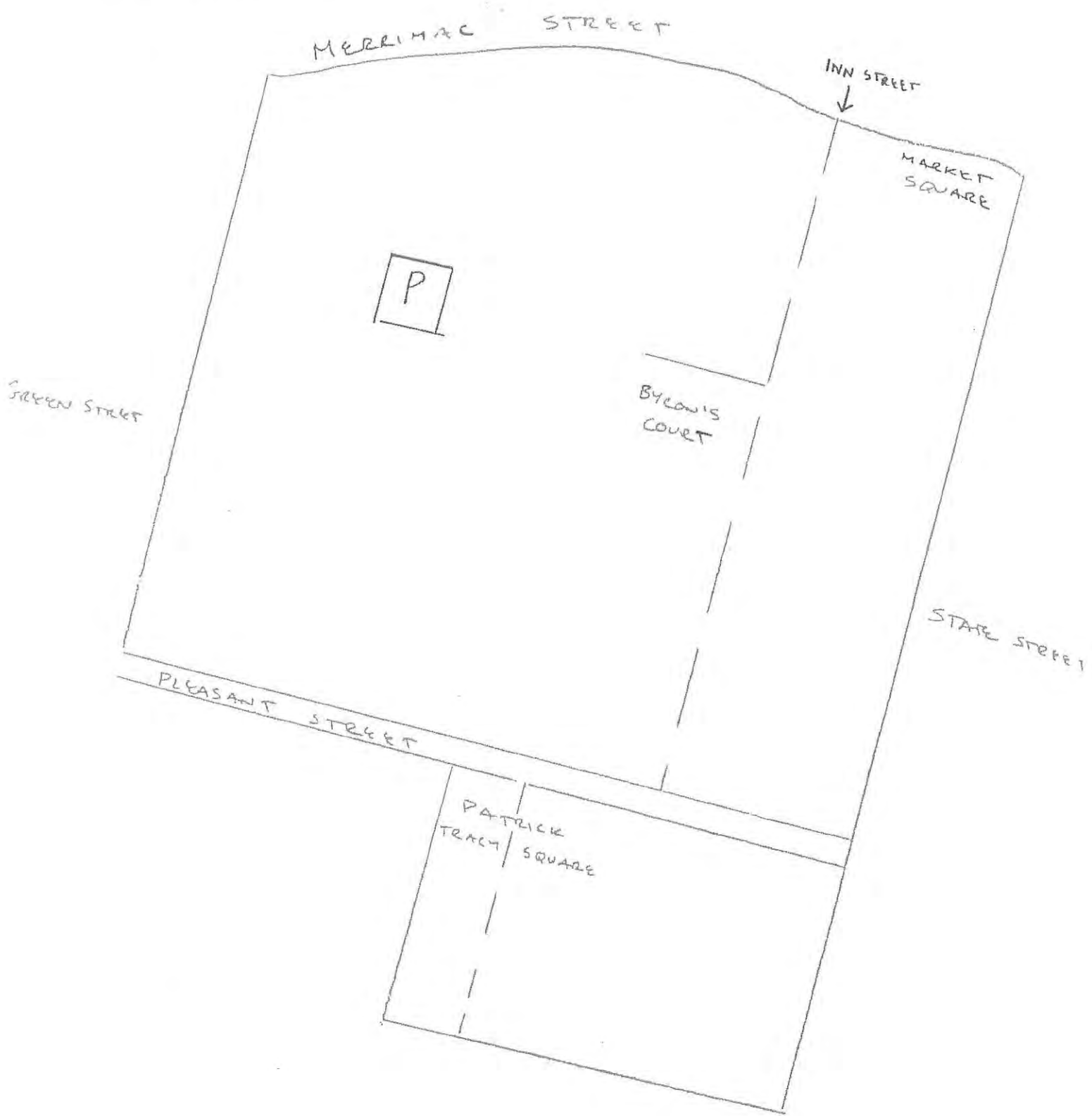
It will be necessary for you to obtain permits or certificates from the following Departments: Please note that costs for some City support services during an event are an estimate only. Some Departments may forward an invoice for services rendered at the completion of the event, and others may require advance payment.

<i>Approval Required</i>	Date: _____	Signature: _____
_____	1. Special Events:	_____
_____	2. Police:	_____
	Is Police Detail Required: _____	# of Details Assigned: _____
_____	3. Traffic, Parking & Transportation:	_____
_____	4. ISD/Health:	_____
_____	5. Recycling:	_____
_____	6. ISD/Building:	_____
_____	7. Electrical:	_____
_____	8. Fire:	_____
	Is Fire Detail Required: _____	# of Details Assigned: _____
_____	9. Public Works: <i>Fee for Special Events: \$45/hr/DPS employee for trash handling/staging etc. may apply</i>	
	Yes: \$ _____ due on _____	No Fee for Special Events applies
	Other requirements/instructions per DPS _____	
_____	10. Recreation Department:	_____
_____	11. License Commission	_____

The departments listed above have their own application process.
Applicants are responsible for applying for and obtaining all required
permits & certificates from the various individual departments

DRAFT SITE PLAN OVERVIEW

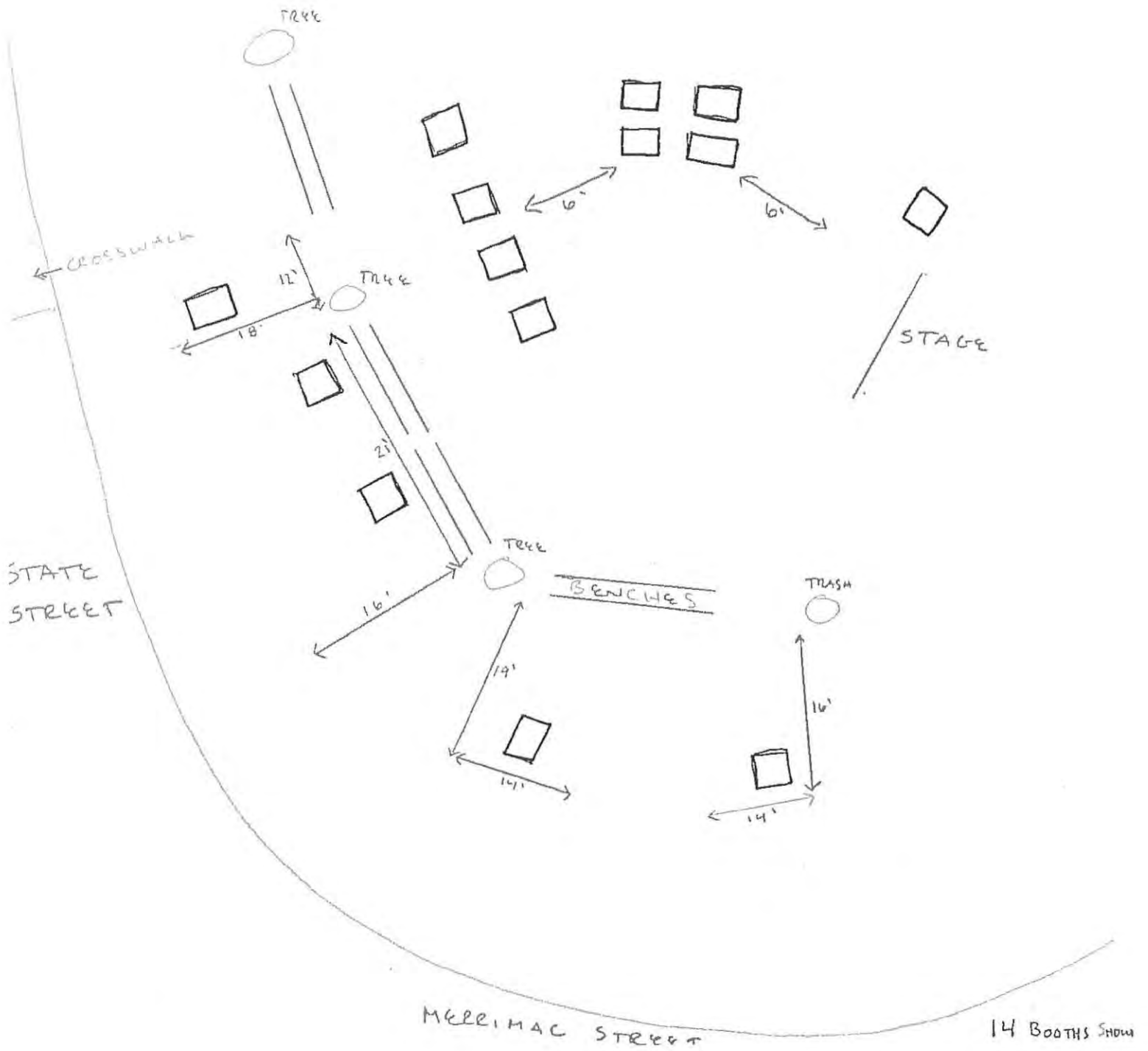
NOT DRAWN TO SCALE



MARKET SQUARE DRAFT SITE PLAN

NOTE: DRAWING NOT TO SCALE □ = 10x10' OR 12x12' TENT

INN STREET



STATE STREET

MERRIMAC STREET

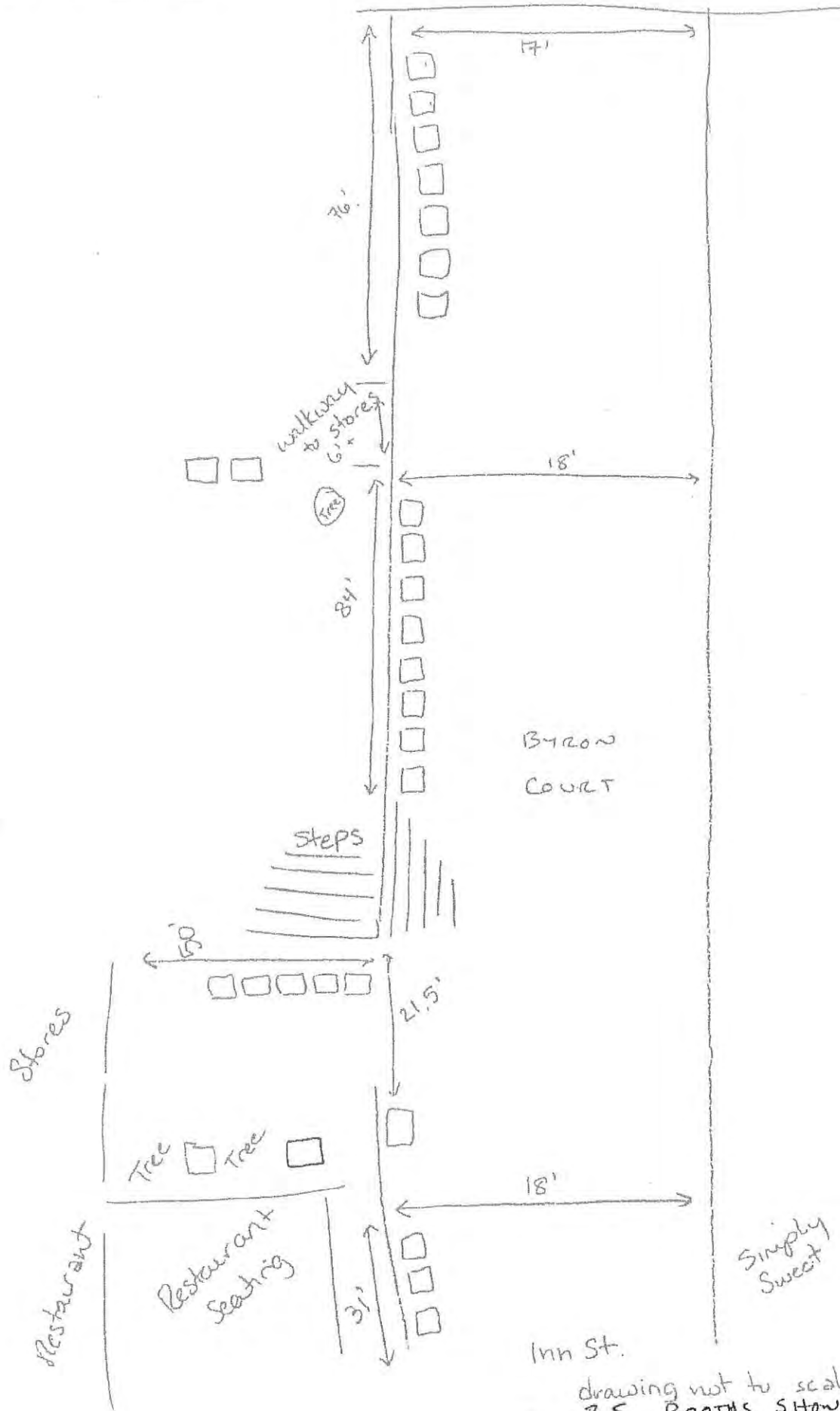
14 BOOTHS SHOW

Inn St. Draft Site Plan

Loretta

Szechuan

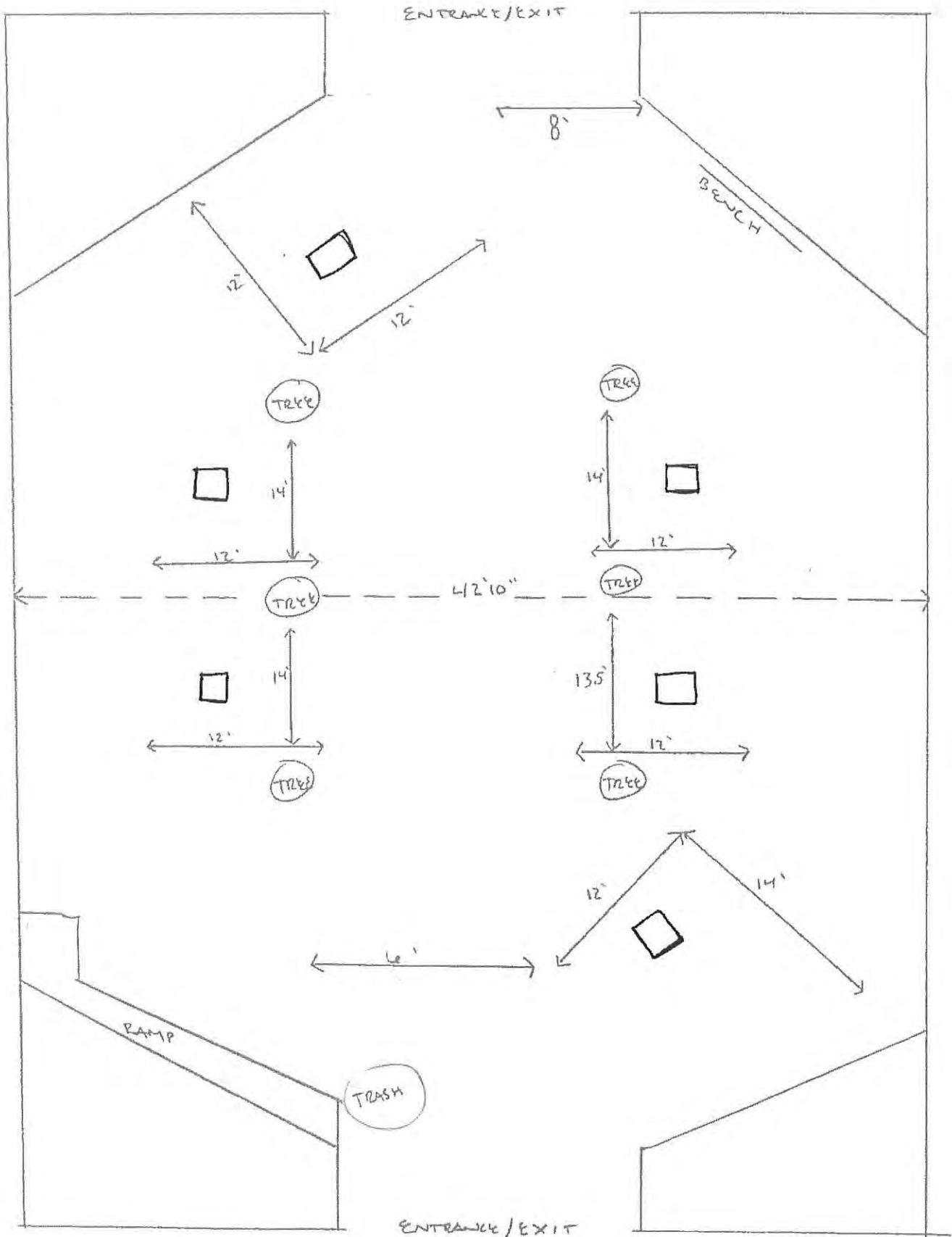
State Street



Inn St.
drawing not to scale
25 BOOTHS SHOWN
□ = 10x10 or 12x12 tent

PATRICK TRACY SQUARE DRAFT SITE PLAN

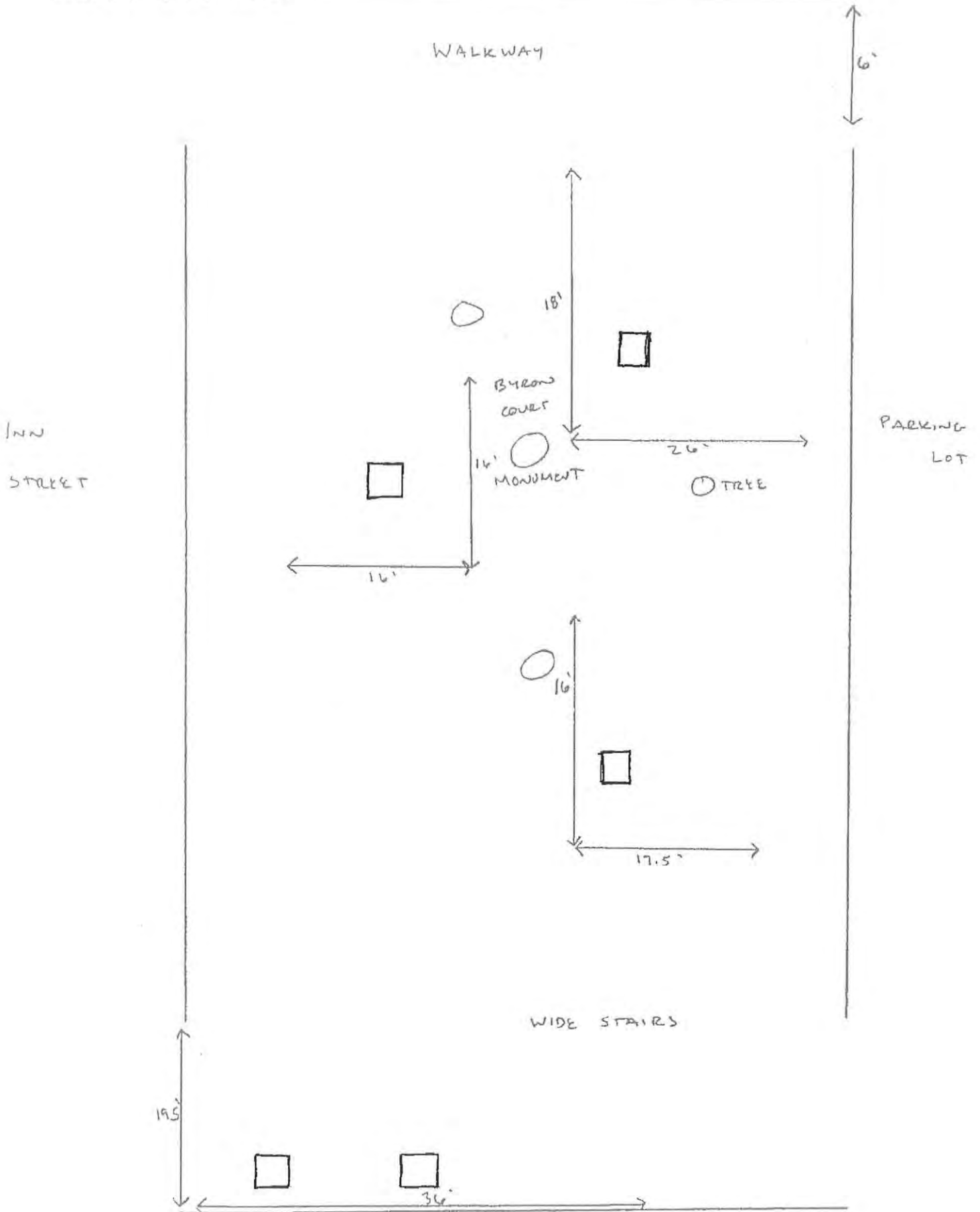
DRAWING NOT TO SCALE $\square = 10 \times 10'$ OR $12' \times 12'$ TENT



6 BOOTHS SHOWN

BYRON'S COURT - DRAWING NOT TO SCALE $\square = 10 \times 10'$ OR $12 \times 12'$ TENT

DRAFT SITE PLAN



5 BOOTHS SHOWN

15

NEWBURYPORT SPECIAL EVENT APPLICATION

Tel. _____

Fax. _____

(For Street Closure or Any Use of a Public Way - Please complete page 3 of this application)

NAME OF EVENT: YANKEE HOME COMING INC.

Date: 7/26/19 - 8/4/19 Time: from _____ to _____

Rain Date: _____ Time: from _____ to _____

2. Location: (SEE ATTACHED)

3. Description of Property: CITY Public Private _____

4. Name of Organizer: YANKEE HOMECOMING COMMITTEE City Sponsored Event: Yes _____ No

Contact Person DENNIS PALAZZO

Address: 67 OLD ROWLEY RD., NEWBURY Telephone: 978 417-6118

E-Mail: KARATEKID5TH@AOL.COM Cell Phone: _____

Day of Event Contact & Phone: (SAME)

5. Number of Attendees Expected: EST. 500K

6. MA Tax Number: _____

7. Is the Event Being Advertised? YES Where? NEWSPAPER / RADIO

8. What Age Group is the Event Targeted to? ALL

9. Have You Notified Neighborhood Groups or Abutters? Yes _____ No _____, Who? _____

ACTIVITIES: (Please check where applicable.) Subject to Licenses & Permits from Relevant City Departments

A. Vending: Food Beverages Alcohol _____ Goods Total # of Vendors 60 +/-

B. Entertainment: (Subject to City's Noise Ordinance.) Live Music DJ _____ Radio/CD _____
 Performers Dancing _____ Amplified Sound Stage

C. Games /Rides: Adult Rides _____ Kiddie Rides _____ Games Raffle
 Other _____ Total # _____

Name of Carnival Operator: N/A

Address: _____

Telephone: _____

D. Organizer is responsible for clean-up during and after event. All trash must be collected and removed from event location immediately at the end of the event unless prior written agreement had been made with the Department of Public Services (DPS).

Will you be conducting the clean-up for this event? Yes No _____

If yes:

- a) How many trash receptacles will you be providing? _____
- b) How many recycling receptacles will you be providing? _____
- c) Will you be contracting for disposal of: **Trash** Yes No _____ **Recycling** Yes No _____
- i. If yes, size of dumpster(s): **Trash** _____ **Recycling** _____
- ii. Name of disposal company: **Trash** _____ **Recycling** _____
- iii. If no, will you remove trash & recycling with organizers' cars or trucks? Yes _____ No _____
- iv. If no, where will the trash & recycling be disposed? _____

If no:

- a) # of trash container(s) to be provided by DPS _____
- b) # of recycling container(s) to be provided by Recycling Office _____
- c) \$45.00/hr/DPS employee charge must be paid by the organizer to DPS in advance of the event (Fee for Special Events). The hours required for the event will be determined by DPS.

All fees must be paid prior to the event. Check or money order is payable to the City

of Newburyport. E. Portable Toilets: (Each cluster of portable toilets must include at least one ADA accessible toilet)

_____ Standard # _____ ADA accessible

Name of company providing the portable toilets: _____

FOR STREET CLOSURE OR ANY USE OF A PUBLIC WAY

PARADE

ROAD RACE

WALKATHON

1. Name of the Group or Person Sponsoring the Road Race, Parade, Walkathon:

YANKEE HOMECOMING COMMITTEE

2. Name, Address & Daytime Phone Number of Organizer:

DENNIS PALAZZO
67 OLD ROWLEY RD, NEWBURY, MA. 01951
978 417-6118

3. Name, Address & 24/7 Telephone Number of Person Responsible for Clean Up

4. Date of Event: 8-4-19 Expected Number of Participants: 30K

5. Start Time: 11AM Expected End Time: 3PM

6. Road Race, Parade or Walkathon Route: (List street names & attach map of route):

HIGH ST.

7. Locations of Water Stops (if any): N/A

8. Will Detours for Motor Vehicles Be Required? YES If so, where?

9. Formation Location & Time for Participants: ATKINSON COMMON, HIGH ST.

10. Dismissal Location & Time for Participants: MARSH'S HILL, HIGH ST.

11. Additional Parade Information:

- Number of Floats: 15 +/-
- Locations of Viewing Stations: ALL ALONG ROUTE
- Are Weapons Being Carried: Yes No
- Are Marshalls Being Assigned to Keep Parade Moving: Yes No

APPROVAL SIGNATURES REQUIRED FOR STREET CLOSURE OR ANY USE OF A PUBLIC WAY.

CITY MARSHAL [Signature] 4 Green St. FIRE CHIEF [Signature] 0 Greenleaf St.
 DEPUTY DIRECTOR [Signature] 16A Perry Way CITY CLERK [Signature] 60 Pleasant St.

DEPARTMENT APPROVAL (for Committee Member use only):

It will be necessary for you to obtain permits or certificates from the following Departments: Please note that costs for some City support services during an event are an estimate only. Some Departments may forward an invoice for services rendered at the completion of the event, and others may require advance payment.

Approval Required _____ Date: _____ Signature _____

_____ 1. Special Events: _____

_____ 2. Police: _____
Is Police Detail Required: _____ # of Details Assigned: _____

_____ 3. Traffic, Parking & Transportation: _____

_____ 4. ISD/Health: _____

_____ 5. Recycling: _____

_____ 6. ISD/Building: _____

_____ 7. Electrical: _____

_____ 8. Fire: _____
Is Fire Detail Required: _____ # of Details Assigned: _____

_____ 9. Public Works: *Fee for Special Events: \$45/hr/DPS employee for trash handling/staging etc. may apply*
Yes: \$ _____ due on _____ No Fee for Special Events applies
Other requirements/instructions per DPS _____

_____ 10. Parks Department: _____

_____ 11. License Commission _____

The departments listed above have their own application process.
Applicants are responsible for applying for and obtaining all required
permits & certificates from the various individual departments

Sec. 13-97. - Road races, walkathons, bicycle and other multidisciplined events.

(a) *Short title.* This section may be cited as the "road races, walkathons and bicycle events."

(b) *Purpose and intent.* The use of city streets and sidewalks for the purpose of road races, walkathons or bicycle tours are positive events that promote exercise, general good health and Newburyport as a destination. These events do from time to time create hardships, impacting neighborhoods and traffic. To create a balance between conflicting interests, by safeguarding participants, residents, visitors and the City of Newburyport, this section will define and codify the procedure for the benefit of all.

(c) *Definitions.*

(1) *Road race.* A competitive or non-competitive running event that utilizes the streets, sidewalks and/or crosses over streets or sidewalks within city limits and in which an entry fee is required or charitable donation is solicited or suggested.

(2) *Walkathon.* A competitive or non-competitive walk event that utilizes the streets, sidewalks and/or crosses over streets or sidewalks within city limits and in which an entry fee is required or charitable donation is solicited or suggested.

(3) *Bicycle race.* A competitive or non-competitive bicycling event that utilizes the streets, sidewalks and/or crosses over streets or sidewalks within city limits and in which an entry fee is required or charitable donation is solicited or suggested.

(4) *Multidisciplined event.* A competitive or non-competitive event requiring or offering running, walking, biking, swimming or any combination thereof in which an entry fee is required or a charitable donation is solicited or suggested.

(5) *Event.* Any road race, walkathon, bicycle race, multi-disciplined event as defined above.

(d) *Limitations.*

(1) *Procedure.* All events shall, through that event's organizer, board of directors, charity foundation or designee ("organizer") apply for city council authorization to hold the event through the office of the city clerk no later than sixty (60) days before the event's proposed date. There shall be a grace period through December 31, 2017, during which applications will be accepted beyond the prescribed due date. Prior to application with the city council, the event shall file and receive approval from all applicable city departments, boards, and commissions. Copies of such approved applications, including along with documentation of any fees, donations, in-kind donations paid as part of said application(s), shall be included as part of the city council application.

The date of application is the date a completed application is submitted to the city clerk's office and stamped by the same. The city clerk, upon review of the completed form, will place the application on the next regular city council agenda, even if such submission is a late file. Upon following the procedures of the council, as deemed appropriated in the sole judgment of the council, the application will be considered approved if the council votes favorably by majority. The application shall name one (1) person responsible on the application and shall provide contact information to include name, address, email address, and telephone number.

(2) *Exemptions.* Each event organizer or organization shall comply with this ordinance and no exemptions will be permitted.

(3) *Course map.* All applications shall be accompanied by a legible, precise course map showing the event route, water stops, refreshment stops, and so-called "port-a-potties". The course map shall also include any road closures, detours and parking areas. The course map shall be approved by police, fire, department of public services, parks commission and harbor masters departments prior to submission to the city clerk.

(4) *Electronic amplifier.* Electronic amplifiers, loudspeakers and bullhorn use shall be requested at time of application. Under no circumstances will they be used for public address announcements or music before 8:00 a.m., except for Sundays when electronic amplifiers, loud speakers or bullhorns will not be used for public address announcements or music before 9:00 a.m.

(5) *Road closure.* No ways, public or private, boat ramps or parking lots controlled or patrolled by the city shall be closed without authorization. Authorization shall be considered granted only if said closure(s) are contained in the approved permit. It is the sole responsibility of the race organizers to notify residents fourteen (14) days in advance that neighborhood roads will be closed if no alternate route is available to those residents. Notification shall be made by race organizers by informational packet drop-off at all residences that may be impacted, including, but not limited to, road closures, restricted driveway access, parking restrictions, or noise. In the case of multi-family residences with so-called security doors, notification will be sufficient at said security door. A copy of the notification shall be provided to the city clerk and, when possible, posted on the city website and distributed via email. Further,

a list of all streets notified shall be provided to the city clerk to be date stamped and appended to the application record. Press releases and other media type notifications are encouraged.

(6) *Insurance.* All events shall have an insurance policy or rider in effect for the event naming the "City of Newburyport" as an additional insured. The policy shall be no less than two million dollars (\$2,000,000.00).

(7) *Event termination.* If in the judgment of the city marshal, fire chief or department of public services (DPS) director or designees thereof determine that an event is unsafe due to existing conditions, that event may be stopped, terminated or suspended. In the case of a multidiscipline event such as a triathlon, the harbormaster or his/her designee may likewise stop, terminate or suspend the swimming portion for cause.

(8) *Event and traffic security.* The city marshal, fire chief, DPS director or in the case of a triathlon, the harbormaster can require special duty personnel to assist in the organizing and coordinating the safety and security of the event. All special duty assignments will be paid by the event organizers.

(9) *Clean-up.* The event organizers shall be responsible for post event trash collection, removal of signage, directional arrows, advertisements or other promotional material associated with the event.

(10) *Parking.* The event organizers shall be responsible for including parking instructions in materials disseminated to event participants. If the event is happening within one-half mile of municipal parking, then participants shall be asked to park at such parking facilities.

(11) *Notification of previous event organizers.* To the extent reasonably possible, the city clerk shall notify all event organizers from events held from 2014—2016, inclusive, by a one-time phone, email, or letter of the new application timeline and other requirements.

(12) *Simplification.* Departments are encouraged to unify their respective applications into a singular application, managed and distributed by the city clerk's office.

(13) *Americans with Disabilities Act.* Event organizers are reminded of the importance of and expectation of adherence to the Americans with Disabilities Act of 1990 (42 U.S.C § 12101) and subsequent applicable amendments.

(e) *Enforcement.*

(1) *Regulations.* Consistent with this section, the city shall promulgate regulations to enforce and otherwise implement the provisions of this section upon passage by the city council. Any event previously approved by city council shall be deemed permitted.

(2) *Warning.* In the circumstance that this section is violated, the enforcement may consist of a warning. Any warnings issued for violation(s) will be reported to the city clerk and city council and may be used as a factor in future application approvals and denials.

(3) *Noncriminal disposition.* If the city determines that a violation has occurred in which a noncriminal violation is issued, the named event organizer shall be penalized by a non-criminal disposition as provided in Massachusetts General Law as adopted by the City of Newburyport as a general ordinance in section 1-17 of chapter 1 of the Code or Ordinances of the City of Newburyport in the amounts set herein in subsection (e)(4) below.

(4) *Violation.* The non-criminal violation shall be one hundred dollars (\$100.00) for the first offense and two hundred fifty dollars (\$250.00) for second and subsequent offenses. Any non-criminal citations issued for violation(s) will be reported to the city clerk and city council and shall be used as a factor in future application approvals and denials.

(5) *Failure to notify.* If the event fails to notify residents and provide documentation to the city clerk, pursuant to subsection (d)(5) above, shall render that organization ineligible to receive an event permit for a period of twelve (12) months unless special leave is granted by two-thirds super-vote of the city council.

I fully understand and agree to all the terms set forth in this application. The information that I have provided is truthful and accurate. I accept all responsibility related to this event.

Signed: _____

Dem Polys

Date: _____

3-20-19



RECEIVED
CITY CLERK'S OFFICE
NEWBURYPORT, MA

2019 MAR 15 AM 9:06

YANKEE HOMECOMING INC.

P.O. Box 493
Newburyport, MA 01950

March 10, 2019

Newburyport City Council
City of Newburyport
60 Pleasant Street
Newburyport, MA 01950

Dear Members of the Newburyport City Council:

My name is Jennifer Duggan and I am the General Chairperson for the 62nd Yankee Homecoming. This year's theme is "Reflections of our Past," which will focus on celebrating the long and storied history of our hometown celebration.

As in the past, on behalf of the Board of Directors and Committee, I am requesting the use of the City of Newburyport, its streets, throughways and city parks. The use of the City of Newburyport will allow me to provide the citizens of Newburyport and our visitors a wide variety of historical and family-friendly events during our eight-day festival.

I look forward to serving as the General Chairperson of this long-standing community festival and becoming part of Yankee Homecoming's tradition and history. If you should have any questions, please feel free to contact me via email at generalchair@yankeehomecoming.com or 603.553.2756. Thank you for your consideration.

Very truly yours,

A handwritten signature in cursive script that reads "Jennifer Duggan".

Jennifer Duggan
General Chairperson
2019 Yankee Homecoming

List of YHC Events:

H.S. Battle of the Bands	Friday	7/26/19	(5pm – 9pm)
Kayak and SUP	Saturday	7/27/19	(9am- 1pm)
Art on the Bartlett Mall	Sat & Sun	7/27 – 28/19	(10am – 5pm)
Inn Street Artisan’s Revival	Sat through Sun	7/27/19-8/4/19	(10am – 9pm)
Brewfest	Saturday	7/27/19	(4pm – 10pm)
Waterfront Exercise Series	Sunday to Sunday	7/28/19 - 8/4/19	(7am – 9am)
Golf Tournament	Monday	7/29/19	
Kids Talent Show	Monday	7/29/19	(2pm – 5pm)
Craft Show	Tuesday	7/30/19	(10am – 6pm)
Veterans Luncheon	Tuesday	7/30/19	(11am)
Nursing Home Converts	Wednesday	7/31/19	(1pm – 3pm)
Generations of Giving	Wednesday	7/31/19	
Sidewalk Sales	Thursday & Friday	8/1/19-8/2/19	(10am – 7pm)
Family Day at Maudslay	Saturday	8/2/19	(10am – 2pm)
Fireworks	Saturday	8/3/19	(9:30pm)

Events that require street closure;

Olde Fashioned Sunday	Sunday	7/28/19	(10am – 6pm)	Pond Street
Waiter/Waitress Race	Monday	7/29/19	(4pm – 7pm)	Liberty Street (from ^{Fair} Center to State)
Parade	Sunday	8/4/19	(1pm- 4pm)	High Street

INSURANCE BINDER TO BE PROVIDED BY 6/1/19

PS

NEWBURYPORT SPECIAL EVENT APPLICATION

Tel. _____ Fax. _____

(For Parades, Road Races and Walkathons Only - Please complete page 3 of this application)

NAME OF EVENT: IPA SK

Date: 5/19/19, 7/14/19, 9/8/19 Time: from 10 am to 11 am
 Rain Date: n/a Time: from _____ to _____

2. Location: 40 Parker St., Newburyport, MA 01950

3. Description of Property: Riverwalk Brewing Co. Public _____ Private

4. Name of Organizer: Yukan Sports, LLC City Sponsored Event: Yes _____ No
 Contact Person Rich Morrell
 Address: PO Box 780, Rockport, MA 01966 Telephone: 978-879-9007
 E-Mail: R.MORRELL@YUKANRUN.COM Cell Phone: _____
 Day of Event Contact & Phone: 978-879-9007

5. Number of Attendees Expected: @250

6. MA Tax Number: 27-3695540

7. Is the Event Being Advertised? Yes Where? Online

8. What Age Group is the Event Targeted to? 21+

9. Have You Notified Neighborhood Groups or Abutters? Yes _____ No Who? _____

ACTIVITIES: (Please check where applicable.) Subject to Licenses & Permits from Relevant City Departments

A. Vending: Food _____ Beverages _____ Alcohol _____ Goods _____ Total # of Vendors n/a

B. Entertainment: (Subject to City's Noise Ordinance.) Live Music _____ DJ _____ Radio/CD
 Performers _____ Dancing _____ Amplified Sound _____ Stage _____

C. Games /Rides: Adult Rides _____ Kiddie Rides _____ Games _____ Raffle _____
 Other _____ Total # _____
 Name of Carnival Operator: _____
 Address: _____
 Telephone: _____

D. Organizer is responsible for clean-up during and after event. All trash must be collected and removed from event location immediately at the end of the event unless prior written agreement had been made with the Department of Public Services (DPS).

Will you be conducting the clean-up for this event? Yes No _____

If yes:

- a) How many trash receptacles will you be providing? _____
- b) How many recycling receptacles will you be providing? _____
- c) Will you be contracting for disposal of: Trash Yes _____ No Recycling Yes _____ No
- i. If yes, size of dumpster(s): Trash _____ Recycling _____
- ii. Name of disposal company: Trash _____ Recycling _____
- iii. If no, will you remove trash & recycling with organizers' cars or trucks? Yes _____ No _____
- iv. If no, where will the trash & recycling be disposed? _____

If no:

- a) # of trash container(s) to be provided by DPS n/a
- b) # of recycling container(s) to be provided by Recycling Office n/a
- c) \$45.00/hr/DPS employee charge must be paid by the organizer to DPS in advance of the event (Fee for Special Events). The hours required for the event will be determined by DPS.

All fees must be paid prior to the event. Check or money order is payable to the City of Newburyport.

E. Portable Toilets: (Each cluster of portable toilets must include at least one ADA accessible toilet)

5 Standard # _____ ADA accessible

Name of company providing the portable toilets: Dave's Septic

FOR PARADE, ROAD RACE AND WALKATHON EVENTS ONLY

PARADE _____ ROAD RACE WALKATHON _____

1. Name of the Group or Person Sponsoring the Road Race, Parade, Walkathon:

YUKAN Sports, LLC

2. Name, Address & Daytime Phone Number of Organizer Rich Morrell 978-879-9007

YUKAN Sports, LLC

PO Box 780

Rockport, MA 01966

3. Name, Address & 24/7 Telephone Number of Person Responsible for Clean Up SAME AS ABOVE

4. Date of Event: 5/19/19, 7/14/19, 9/8/19 Expected Number of Participants: @ 250

5. Start Time: 10 am Expected End Time: 11 am

6. Road Race, Parade or Walkathon Route: (List street names & attach map of route):

Start + Finish: 40 Parker St.

Parker St. to Mulliken Way to Malcolm Hoyt Dr. to Scotland Rd to Highgate Rd to Livingston Lane in Newbury.

7. Locations of Water Stops (if any): Newbury

8. Will Detours for Motor Vehicles Be Required? No If so, where? _____

9. Formation Location & Time for Participants: 40 Parker St. 9 am

10. Dismissal Location & Time for Participants: 40 Parker St. 11 am

11. Additional Parade Information:

• Number of Floats: n/a

• Locations of Viewing Stations: n/a

• Are Weapons Being Carried: Yes _____ No

• Are Marshalls Being Assigned to Keep Parade Moving: Yes _____ No

APPROVAL SIGNATURES REQUIRED FOR STREET CLOSURE OR ANY USE OF A PUBLIC WAY:

CITY MARSHAL [Signature] 4 Green St. FIRE CHIEF [Signature] 0 Greenleaf St.

DEPUTY DIRECTOR [Signature] 164 Perry Way CITY CLERK [Signature] 60 Pleasant St.

DEPARTMENT APPROVAL (for Committee Member use only):

It will be necessary for you to obtain permits or certificates from the following Departments: Please note that costs for some City support services during an event are an estimate only. Some Departments may forward an invoice for services rendered at the completion of the event, and others may require advance payment.

<i>Approval Required</i>	Date: _____	Signature _____
_____	1. Special Events: _____	
_____	2. Police: _____	
	Is Police Detail Required: _____	# of Details Assigned: _____
_____	3. Traffic, Parking & Transportation: _____	
_____	4. ISD/Health: _____	
_____	5. Recycling: _____	
_____	6. ISD/Building: _____	
_____	7. Electrical: _____	
_____	8. Fire: _____	
	Is Fire Detail Required: _____	# of Details Assigned: _____
_____	9. Public Works: <i>Fee for Special Events: \$45/hr/DPS employee for trash handling/staging etc. may apply</i>	
	<input type="checkbox"/> Yes: \$ _____ due on _____ <input type="checkbox"/> No Fee for Special Events applies	
	Other requirements/instructions per DPS _____	
_____	10. Recreation Department: _____	
_____	11. License Commission _____	

The Departments listed above have their own application process. Applicants are responsible for applying for and obtaining all required permits & certificates from the various individual Departments.

Limitations

- (a) *"Procedure"* All road racing, walkathon, bicycle, or swimming events shall, through that event's organizer, board of directors, charity foundation or designee apply for authorization to hold the event through the Office of the City Clerk. The City Clerk upon review of the completed form will place the application on the regular City Council agenda. Upon following the procedures of the Council, as deemed appropriated in the sole judgment of the Council, the application will be considered approved if the Council votes favorably by majority. The event will name one person responsible on the application and shall provide contact information to include name, address and telephone number.
- (b) *"Exemptions"* Each event organizer or organization shall comply with this ordinance and no exemptions will be permitted.
- (c) *"Course map"*, All applications shall be accompanied by a course map showing the event route, water stops, refreshment stops, and so-called "porta-potties". The course map shall also include any road closures, detours and parking areas. The course map shall be approved by Police, Fire, Department of Public Services, Parks Commission and Harbormasters Departments prior to submission to the City Clerk.
- (d) *"Electronic Amplifier"* Electronic amplifiers, loudspeakers and bullhorn use shall be requested at time of application. Under no circumstances will they be used for public address announcements or music before 8:00 A.M. except for Sundays when electronic amplifiers, loud speakers or bullhorns will be used for public address announcements or music before 9:00 AM. This shall be deemed a requirement for all permitted events regardless of type or location.

- (e) *"Road Closure"* No ways, public or private, boat ramps or parking lots controlled or patrolled by the city shall be closed without authorization. Authorization shall be considered granted only if said closure(s) are contained in the approved permit. It is the sole responsibility of the race organizers to notify residents ten (10) days in advance that neighborhood roads will be closed if no alternate route is available to those residents.
- (f) *"Insurance"* All events shall have an insurance policy or rider in effect for the event naming the "City of Newburyport" as an insured. The policy shall be no less than two million dollars (\$2,000,000.00).
- (g) *"Event termination"* If in the judgment of the City Marshal, Fire Chief or Department of Public Services (DPS) Director or designees thereof determine that an event is unsafe due to existing conditions, that event may be stopped, terminated or suspended. In the case of a multidiscipline event such as a triathlon, the Harbormaster or his/her designee may likewise stop, terminate or suspend the swimming portion for cause.
- (h) *"Event and traffic Security"* The City Marshal, Fire Chief, DPS Director or in the case of a triathlon, the Harbormaster can require special duty personnel to oversee the safety and security of the event. All special duty assignments will be paid by the event organizers.
- (i) *"Clean-up"* The event organizers shall be responsible for post event trash collection, removal of signage, directional arrows, advertisements or other promotional material associated with the event.

13-101 Enforcement

- (a) *"Regulations"* Consistent with this ordinance, the city shall promulgate regulations to enforce and otherwise implement the provisions of this ordinance upon passage by the City Council. Any event previously approved by City Council shall be deemed permitted.
- (b) *"Warning"* In the circumstance that this ordinance is violated, the enforcement may consist of a warning. Any warnings issued for violation(s) will be reported to the City Clerk and City Council and may be used as a factor in future application approvals and denials.
- (c) *"Noncriminal Disposition"* If the city determines that a violation has occurred in which a noncriminal violation is issued, the named event organizer shall be penalized by a non-criminal disposition as provided in Massachusetts General Law as adopted by the City of Newburyport as a general ordinance in Subsection 1-17 of Chapter 1 of the Code or Ordinances of the City of Newburyport in the amounts set herein in 13-101(d)
- (d) *"Violation"* The non-criminal violation shall be \$100.00 for the first offense and \$250.00 for second and subsequent offenses. Any non-criminal citations issued for violation(s) will be reported to the City Clerk and City Council and shall be used as a factor in future application approvals and denials.

I fully understand and agree to all the terms set forth in this application. The information that I have provided is truthful and accurate. I accept all responsibility related to this event.

Signed:



Date:

12/18/19

CERTIFICATE OF INSURANCE

PRINT DATE: 12/17/2018

CERTIFICATE NUMBER: 20181213671739

AGENCY:

Integro USA Inc.
d/b/a Integro Insurance Brokers
2727 Paces Ferry Road, Building Two, Suite 1500
Atlanta, GA 30339
678-324-3300 (Phone), 678-324-3303 (Fax)

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

NAMED INSURED:

USA Track & Field, Inc. YuKan Sports LLC
130 East Washington Street, Suite 800
Indianapolis IN 46204

INSURERS AFFORDING COVERAGE:

INSURER A: Philadelphia Indemnity Ins. Co. NAIC #: 18058
INSURER B: Philadelphia Indemnity Ins. Co. NAIC #: 18058

EVENT INFORMATION:

IPA 5K - Spring 2019 (5/19/2019 - 5/20/2019)

POLICY/COVERAGE INFORMATION:

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INS	TYPE OF INSURANCE:	POLICY NUMBER(S):	EFFECTIVE:	EXPIRES:	LIMITS:
A	GENERAL LIABILITY				
	<input checked="" type="checkbox"/> Occurrence	PHPK1899025	11/1/2018 12:01 AM	11/1/2019 12:01 AM	GENERAL AGGREGATE (Applies Per Event) \$3,000,000
	<input checked="" type="checkbox"/> Participant Legal Liability				EACH OCCURRENCE \$1,000,000
					DAMAGE TO RENTED PREMISES (Each Occ.) \$1,000,000
					MEDICAL EXPENSE (Any one person) EXCLUDED
					PERSONAL & ADV INJURY \$1,000,000
					PRODUCTS-COMP/OP AGG \$3,000,000
B	UMBRELLA/EXCESS LIABILITY				
	<input checked="" type="checkbox"/> Occurrence	PHUB652176	11/1/2018 12:01 AM	11/1/2019 12:01 AM	EACH OCCURRENCE \$10,000,000
					AGGREGATE (Applies Per Event) \$10,000,000

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS:

Coverage applies to USA Track & Field sanctioned events and registered practices, including any directly related activities, such as event set-up and tear-down, participant check-in and award ceremonies.

The certificate holder is an additional insured per the following endorsement: Additional Insured - Certificate Holders (Form PI-AM-002)

The General Liability policy is primary and non-contributory with respect to the negligence of the Named Insureds. (Form CG 00 01)

The General Liability policy contains a blanket Waiver of Subrogation as required by contract per Waiver of Transfer of Rights of Recovery Against Others (Form CG 24 04).

Excess policy follows form of underlying General Liability.

CERTIFICATE HOLDER:

City of Newburyport
60 Pleasant Street
Newburyport MA 01950

NOTICE OF CANCELLATION:

Should any of the above described policies be cancelled before the expiration date thereof, notice will be delivered in accordance with the policy provisions.

AUTHORIZED REPRESENTATIVE:

CERTIFICATE OF INSURANCE

PRINT DATE: 12/17/2018

CERTIFICATE NUMBER: 20181213671753

AGENCY:

Integro USA Inc.
 d/b/a Integro Insurance Brokers
 2727 Paces Ferry Road, Building Two, Suite 1500
 Atlanta, GA 30339
 678-324-3300 (Phone), 678-324-3303 (Fax)

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NAMED INSURED:

USA Track & Field, Inc. YuKan Sports LLC
 130 East Washington Street, Suite 800
 Indianapolis IN 46204

INSURERS AFFORDING COVERAGE:

INSURER A: Philadelphia Indemnity Ins. Co. NAIC #: 18058
 INSURER B: Philadelphia Indemnity Ins. Co. NAIC #: 18058

EVENT INFORMATION:

IPA 5K - Summer 2019 (7/14/2019 - 7/15/2019)

POLICY/COVERAGE INFORMATION:

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INS	TYPE OF INSURANCE:	POLICY NUMBER(S):	EFFECTIVE:	EXPIRES:	LIMITS:
A	GENERAL LIABILITY				
	<input checked="" type="checkbox"/> Occurrence	PHPK1899025	11/1/2018 12:01 AM	11/1/2019 12:01 AM	GENERAL AGGREGATE (Applies Per Event) \$3,000,000
	<input checked="" type="checkbox"/> Participant Legal Liability				EACH OCCURRENCE \$1,000,000
					DAMAGE TO RENTED PREMISES (Each Occ.) \$1,000,000
					MEDICAL EXPENSE (Any one person) EXCLUDED
					PERSONAL & ADV INJURY \$1,000,000
					PRODUCTS-COMP/OP AGG \$3,000,000
B	UMBRELLA/EXCESS LIABILITY				
	<input checked="" type="checkbox"/> Occurrence	PHUB652176	11/1/2018 12:01 AM	11/1/2019 12:01 AM	EACH OCCURRENCE \$10,000,000
					AGGREGATE (Applies Per Event) \$10,000,000

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS:

Coverage applies to USA Track & Field sanctioned events and registered practices, including any directly related activities, such as event set-up and tear-down, participant check-in and award ceremonies.

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The General Liability policy contains a blanket Waiver of Subrogation as required by contract per Waiver of Transfer of Rights of Recovery Against Others (Form CG 24 04).

Excess policy follows form of underlying General Liability.

CERTIFICATE HOLDER:

City of Newburyport
 60 Pleasant Street
 Newburyport MA 01950

NOTICE OF CANCELLATION:

Should any of the above described policies be cancelled before the expiration date thereof, notice will be delivered in accordance with the policy provisions.

AUTHORIZED REPRESENTATIVE:

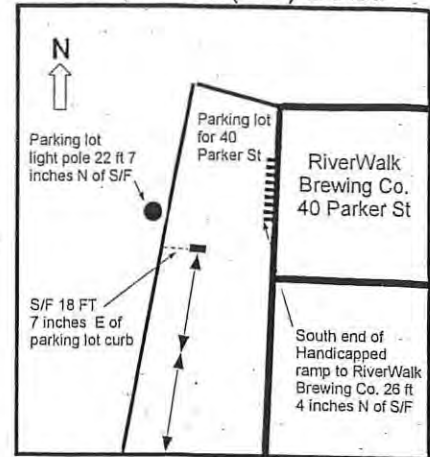
RiverWalk IPA 5K

Newburyport, Massachusetts

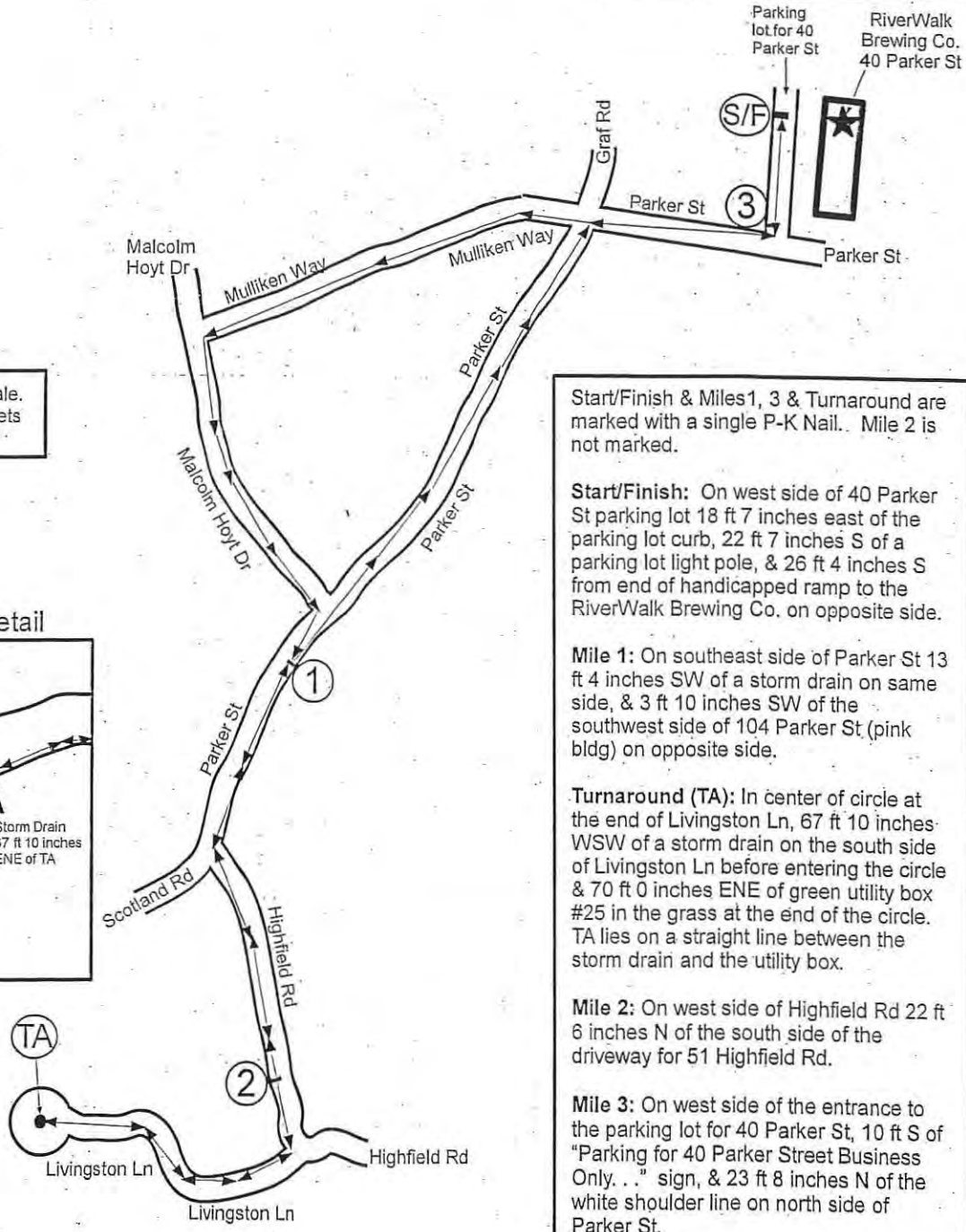


USATF Certificate MA18001BK
Effective March 5, 2018 to December 31, 2028

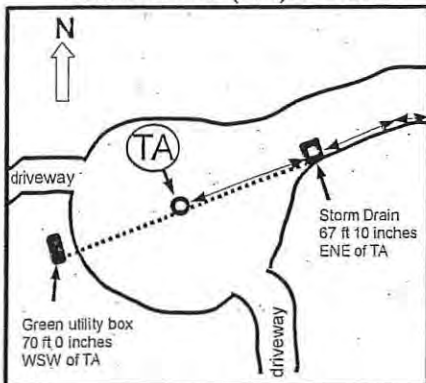
Start/Finish (S/F) Detail



Note: Map not drawn to scale. Many streets and cross streets not on map.



Turnaround (TA) Detail



Start/Finish & Miles 1, 3 & Turnaround are marked with a single P-K Nail. Mile 2 is not marked.

Start/Finish: On west side of 40 Parker St parking lot 18 ft 7 inches east of the parking lot curb, 22 ft 7 inches S of a parking lot light pole, & 26 ft 4 inches S from end of handicapped ramp to the RiverWalk Brewing Co. on opposite side.

Mile 1: On southeast side of Parker St 13 ft 4 inches SW of a storm drain on same side, & 3 ft 10 inches SW of the southwest side of 104 Parker St (pink bldg) on opposite side.

Turnaround (TA): In center of circle at the end of Livingston Ln, 67 ft 10 inches WSW of a storm drain on the south side of Livingston Ln before entering the circle & 70 ft 0 inches ENE of green utility box #25 in the grass at the end of the circle. TA lies on a straight line between the storm drain and the utility box.

Mile 2: On west side of Highfield Rd 22 ft 6 inches N of the south side of the driveway for 51 Highfield Rd.

Mile 3: On west side of the entrance to the parking lot for 40 Parker St, 10 ft S of "Parking for 40 Parker Street Business Only. . ." sign, & 23 ft 8 inches N of the white shoulder line on north side of Parker St.

NEWBURYPORT SPECIAL EVENT APPLICATION

Tel. _____ Fax. _____

(For Parades, Road Races and Walkathons Only - Please complete page 3 of this application)

NAME OF EVENT: NEWBURYPORT LIONS Y.H.C. 5K-10K ROAD RACE

Date: JULY 30, 2019 Time: from 8AM to 8PM

Rain Date: _____ Time: from _____ to _____

2. Location: Newburyport High School + NBPT STREETS

3. Description of Property: HIGH SCHOOL GROUND'S Public _____ Private _____

4. Name of Organizer: NEWBURYPORT LIONS City Sponsored Event: Yes _____ No

Contact Person

Address: JONATHAN PEARSON Telephone: 978-462-2203

E-Mail: YANKEE SEACOAST@COMCAST.NET Cell Phone: _____

Day of Event Contact & Phone: _____

5. Number of Attendees Expected: 3000 THREE THOUSAND

6. MA Tax Number: 47-353-2870

7. Is the Event Being Advertised? YES Where? LION'S WEB SITE - YHC PUBLICITY

8. What Age Group is the Event Targeted to? ALL AGE GROUP'S

9. Have You Notified Neighborhood Groups or Abutters? Yes No _____, Who? _____

ACTIVITIES: (Please check where applicable.) Subject to Licenses & Permits from Relevant City Departments

A. Vending: Food Beverages Alcohol NO Goods NO Total # of Vendors 0

B. Entertainment: (Subject to City's Noise Ordinance.) Live Music NA DJ NA Radio/CD NA
Performers NA Dancing NA Amplified Sound NA Stage NA

C. Games /Rides: Adult Rides NA Kiddie Rides NA Games NA Raffle NA
Other _____ Total # _____

Name of Carnival Operator: NA

Address: _____

Telephone: _____

D. Organizer is responsible for clean-up during and after event. All trash must be collected and removed from event location immediately at the end of the event unless prior written agreement had been made with the Department of Public Services (DPS).

Will you be conducting the clean-up for this event? Yes No _____

If yes:

- a) How many trash receptacles will you be providing? 12
- b) How many recycling receptacles will you be providing? MOLLY ETTENBOROUGH 12
- c) Will you be contracting for disposal of: Trash Yes No Recycling Yes No
- i. If yes, size of dumpster(s): Trash 10 YARD Recycling AT N.H.S
- ii. Name of disposal company: Trash G. MELLO Recycling MOLLY ETTENBOROUGH
- iii. If no, will you remove trash & recycling with organizers' cars or trucks? Yes No
- iv. If no, where will the trash & recycling be disposed? MOLLY ETTENBOROUGH.

If no:

- a) # of trash container(s) to be provided by DPS 12 N.H.S. JANITOR'S
- b) # of recycling container(s) to be provided by Recycling Office 12
- c) \$45.00/hr/DPS employee charge must be paid by the organizer to DPS in advance of the event (Fee for Special Events). The hours required for the event will be determined by DPS.

All fees must be paid prior to the event. Check or money order is payable to the City of Newburyport.

E. Portable Toilets: (Each cluster of portable toilets must include at least one ADA accessible toilet)

35 Standard # 1 ADA accessible

Name of company providing the portable toilets: DAVE'S SERVICE'S

FOR PARADE, ROAD RACE AND WALKATHON EVENTS ONLY

PARADE _____

ROAD RACE

WALKATHON _____

1. Name of the Group or Person Sponsoring the Road Race, Parade, Walkathon:

2. Name, Address & Daytime Phone Number of Organizer: JONATHAN PEARSON

43 MOULTON ST.

NEWBURYPORT, MA. 01950

Home Phone - 978-462-2203

3. Name, Address & 24/7 Telephone Number of Person Responsible for Clean Up _____

4. Date of Event: 07-30-19

Expected Number of Participants: _____

5. Start Time: 8 AM

Expected End Time: 8:30 PM

6. Road Race, Parade or Walkathon Route: (List street names & attach map of route) SEE ATT 5+10K MAP'S

7. Locations of Water Stops (if any): SEE ATT 9 WATER STOP'S VAR-LOC.

8. Will Detours for Motor Vehicles Be Required? _____ If so, where? SEE POLICE DEPT

9. Formation Location & Time for Participants: N.H.S. GROUND'S

10. Dismissal Location & Time for Participants: N.H.S. GROUND'S

11. Additional Parade Information:

• Number of Floats: NONE

• Locations of Viewing Stations: SEE ROAD MAP'S ATTACHED

• Are Weapons Being Carried: Yes _____ No

• Are Marshalls Being Assigned to Keep Parade Moving: Yes No _____

APPROVAL SIGNATURES REQUIRED FOR STREET CLOSURE OR ANY USE OF A PUBLIC WAY

CITY MARSHAL [Signature] 3/22/19 4 Green St.

FIRE CHIEF [Signature] 3-26-19 60 Greenleaf St.

DEPUTY DIRECTOR [Signature] 16A Perry Way CITY CLERK [Signature] 60 Pleasant St.

DEPARTMENT APPROVAL (for Committee Member use only):

It will be necessary for you to obtain permits or certificates from the following Departments: Please note that costs for some City support services during an event are an estimate only. Some Departments may forward an invoice for services rendered at the completion of the event, and others may require advance payment.

Approval
Required

Date: _____ Signature _____

- _____ 1. Special Events: _____
- _____ 2. Police: _____
Is Police Detail Required: _____ # of Details Assigned: _____
- _____ 3. Traffic, Parking & Transportation: _____
- _____ 4. ISD/Health: _____
- _____ 5. Recycling: _____
- _____ 6. ISD/Building: _____
- _____ 7. Electrical: _____
- _____ 8. Fire: _____
Is Fire Detail Required: _____ # of Details Assigned: _____
- _____ 9. Public Works: *Fee for Special Events: \$45/hr/DPS employee for trash handling/staging etc. may apply*
Yes: \$ _____ due on _____ No Fee for Special Events applies
Other requirements/instructions per DPS _____
- _____ 10. Parks Department: _____
- _____ 11. License Commission _____

The departments listed above have their own application process.
Applicants are responsible for applying for and obtaining all required
permits & certificates from the various individual departments

a list of all streets notified shall be provided to the city clerk to be date stamped and appended to the application record. Press releases and other media type notifications are encouraged.

(6) *Insurance.* All events shall have an insurance policy or rider in effect for the event naming the "City of Newburyport" as an additional insured. The policy shall be no less than two million dollars (\$2,000,000.00).

(7) *Event termination.* If in the judgment of the city marshal, fire chief or department of public services (DPS) director or designees thereof determine that an event is unsafe due to existing conditions, that event may be stopped, terminated or suspended. In the case of a multidiscipline event such as a triathlon, the harbormaster or his/her designee may likewise stop, terminate or suspend the swimming portion for cause.

(8) *Event and traffic security.* The city marshal, fire chief, DPS director or in the case of a triathlon, the harbormaster can require special duty personnel to assist in the organizing and coordinating the safety and security of the event. All special duty assignments will be paid by the event organizers.

(9) *Clean-up.* The event organizers shall be responsible for post event trash collection, removal of signage, directional arrows, advertisements or other promotional material associated with the event.

(10) *Parking.* The event organizers shall be responsible for including parking instructions in materials disseminated to event participants. If the event is happening within one-half mile of municipal parking, then participants shall be asked to park at such parking facilities.

(11) *Notification of previous event organizers.* To the extent reasonably possible, the city clerk shall notify all event organizers from events held from 2014—2016, inclusive, by a one-time phone, email, or letter of the new application timeline and other requirements.

(12) *Simplification.* Departments are encouraged to unify their respective applications into a singular application, managed and distributed by the city clerk's office.

(13) *Americans with Disabilities Act.* Event organizers are reminded of the importance of and expectation of adherence to the Americans with Disabilities Act of 1990 (42 U.S.C § 12101) and subsequent applicable amendments.

(e) *Enforcement.*

(1) *Regulations.* Consistent with this section, the city shall promulgate regulations to enforce and otherwise implement the provisions of this section upon passage by the city council. Any event previously approved by city council shall be deemed permitted.

(2) *Warning.* In the circumstance that this section is violated, the enforcement may consist of a warning. Any warnings issued for violation(s) will be reported to the city clerk and city council and may be used as a factor in future application approvals and denials.

(3) *Noncriminal disposition.* If the city determines that a violation has occurred in which a noncriminal violation is issued, the named event organizer shall be penalized by a non-criminal disposition as provided in Massachusetts General Law as adopted by the City of Newburyport as a general ordinance in section 1-17 of chapter 1 of the Code or Ordinances of the City of Newburyport in the amounts set herein in subsection (e)(4) below.

(4) *Violation.* The non-criminal violation shall be one hundred dollars (\$100.00) for the first offense and two hundred fifty dollars (\$250.00) for second and subsequent offenses. Any non-criminal citations issued for violation(s) will be reported to the city clerk and city council and shall be used as a factor in future application approvals and denials.

(5) *Failure to notify.* If the event fails to notify residents and provide documentation to the city clerk, pursuant to subsection (d)(5) above, shall render that organization ineligible to receive an event permit for a period of twelve (12) months unless special leave is granted by two-thirds supervote of the city council.

fully understand and agree to all the terms set forth in this application. The information that I have provided is truthful and accurate. I accept all responsibility related to this event.

Signed: _____

Paul Kobus

Date: _____

3/14/19

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Sec. 13-97. - Road races, walkathons, bicycle and other multidisciplined events.

(a) *Short title.* This section may be cited as the "road races, walkathons and bicycle events."

(b) *Purpose and intent.* The use of city streets and sidewalks for the purpose of road races, walkathons or bicycle tours are positive events that promote exercise, general good health and Newburyport as a destination. These events do from time to time create hardships, impacting neighborhoods and traffic. To create a balance between conflicting interests, by safeguarding participants, residents, visitors and the City of Newburyport, this section will define and codify the procedure for the benefit of all.

(c) *Definitions.*

(1) *Road race.* A competitive or non-competitive running event that utilizes the streets, sidewalks and/or crosses over streets or sidewalks within city limits and in which an entry fee is required or charitable donation is solicited or suggested.

(2) *Walkathon.* A competitive or non-competitive walk event that utilizes the streets, sidewalks and/or crosses over streets or sidewalks within city limits and in which an entry fee is required or charitable donation is solicited or suggested.

(3) *Bicycle race.* A competitive or non-competitive bicycling event that utilizes the streets, sidewalks and/or crosses over streets or sidewalks within city limits and in which an entry fee is required or charitable donation is solicited or suggested.

(4) *Multidisciplined event.* A competitive or non-competitive event requiring or offering running, walking, biking, swimming or any combination thereof in which an entry fee is required or a charitable donation is solicited or suggested.

(5) *Event.* Any road race, walkathon, bicycle race, multi-disciplined event as defined above.

(d) *Limitations.*

(1) *Procedure.* All events shall, through that event's organizer, board of directors, charity foundation or designee ("organizer") apply for city council authorization to hold the event through the office of the city clerk no later than sixty (60) days before the event's proposed date. There shall be a grace period through December 31, 2017, during which applications will be accepted beyond the prescribed due date. Prior to application with the city council, the event shall file and receive approval from all applicable city departments, boards, and commissions. Copies of such approved applications, including along with documentation of any fees, donations, in-kind donations paid as part of said application(s), shall be included as part of the city council application.

The date of application is the date a completed application is submitted to the city clerk's office and stamped by the same. The city clerk, upon review of the completed form, will place the application on the next regular city council agenda, even if such submission is a late file. Upon following the procedures of the council, as deemed appropriated in the sole judgment of the council, the application will be considered approved if the council votes favorably by majority. The application shall name one (1) person responsible on the application and shall provide contact information to include name, address, email address, and telephone number.

(2) *Exemptions.* Each event organizer or organization shall comply with this ordinance and no exemptions will be permitted.

(3) *Course map.* All applications shall be accompanied by a legible, precise course map showing the event route, water stops, refreshment stops, and so-called "port-a-potties". The course map shall also include any road closures, detours and parking areas. The course map shall be approved by police, fire, department of public services, parks commission and harbor masters departments prior to submission to the city clerk.

(4) *Electronic amplifier.* Electronic amplifiers, loudspeakers and bullhorn use shall be requested at time of application. Under no circumstances will they be used for public address announcements or music before 8:00 a.m., except for Sundays when electronic amplifiers, loud speakers or bullhorns will not be used for public address announcements or music before 9:00 a.m.

(5) *Road closure.* No ways, public or private, boat ramps or parking lots controlled or patrolled by the city shall be closed without authorization. Authorization shall be considered granted only if said closure(s) are contained in the approved permit. It is the sole responsibility of the race organizers to notify residents fourteen (14) days in advance that neighborhood roads will be closed if no alternate route is available to those residents. Notification shall be made by race organizers by informational packet drop-off at all residences that may be impacted, including, but not limited to, road closures, restricted driveway access, parking restrictions, or noise. In the case of multi-family residences with so-called security doors, notification will be sufficient at said security door. A copy of the notification shall be provided to the city clerk and, when possible, posted on the city website and distributed via email. Further,

176 of 111



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

03/13/2019

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
 DSP Insurance
 1900 E. Golf Road, Suite 650
 Schaumburg, IL 60173

CONTACT NAME: John Adams	
PHONE (A/C, No, Ext): 1-800-316-6705	FAX (A/C, No): 847-934-6186
E-MAIL ADDRESS: lionsclubs@dspins.com	
INSURER(S) AFFORDING COVERAGE	
INSURER A: ACE American Insurance Company	NAIC #: 22667
INSURER B:	
INSURER C:	
INSURER D:	
INSURER E:	
INSURER F:	

INSURED
 Newburyport Lions Club D33N
 Newburyport Massachusetts

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSURANCE TYPE	ADDITIONAL INSURED	SUBROGATION	POLICY NUMBER	POLICY EFFECTIVE DATE	POLICY EXPIRATION DATE	LIMITS
GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Agg. Per Named Insured is \$2,000,000 GENL AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC			HDOG71094972	09/01/2018	09/01/2019	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 10,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS			ISAH25159226	09/01/2018	09/01/2019	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> DED <input type="checkbox"/> RETENTION S <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE						EACH OCCURRENCE \$ AGGREGATE \$
WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y/N <input checked="" type="checkbox"/> N/A If yes, describe under DESCRIPTION OF OPERATIONS below						WC STATUTORY LIMITS <input type="checkbox"/> OTHER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

Provisions of the policy apply to the named insureds participation in the following activity during the policy period shown above: Newburyport Lions Club 10 Mile and 5K Road Races July 30, 2019

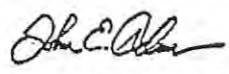
The following persons or organizations granting use of real property, including structures thereon are included as Additional Insured(s), but only with respect to General Liability arising out of the use of premises by the insured shown above and not out of the sole negligence of said additional insured.
 City of Newburyport

PROVISIONS OF THE POLICY DO NOT APPLY TO THE SALE OR SERVING OF ALCOHOLIC BEVERAGES

CERTIFICATE HOLDER
 Newburyport High School
 241 High Street
 Newburyport Massachusetts 01950

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE




CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
03/13/2019

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER DSP Insurance 1900 E. Golf Road, Suite 650 Schaumburg, IL 60173	CONTACT NAME: John Adams PHONE (A/C, No, Ext): 1-800-316-6705 E-MAIL ADDRESS: lionsclubs@dspins.com	FAX (A/C, No): 847-934-6186
	INSURER(S) AFFORDING COVERAGE	
INSURED Newburyport Lions Club D33N Newburyport Massachusetts	INSURER A: ACE American Insurance Company	NAIC # 22667
	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

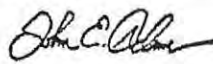
INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Agg. Per Named Insured is \$2,000,000 GENL AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC			HDOG71094972	09/01/2018	09/01/2019	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 10,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS			ISAH25159226	09/01/2018	09/01/2019	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$						<input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						<input type="checkbox"/> Y <input checked="" type="checkbox"/> N <input type="checkbox"/> N/A <input type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

Provisions of the policy apply to the named insureds participation in the following activity during the policy period shown above: Newburyport Lions Club 10 Mile & 5K Road Races July 30, 2019

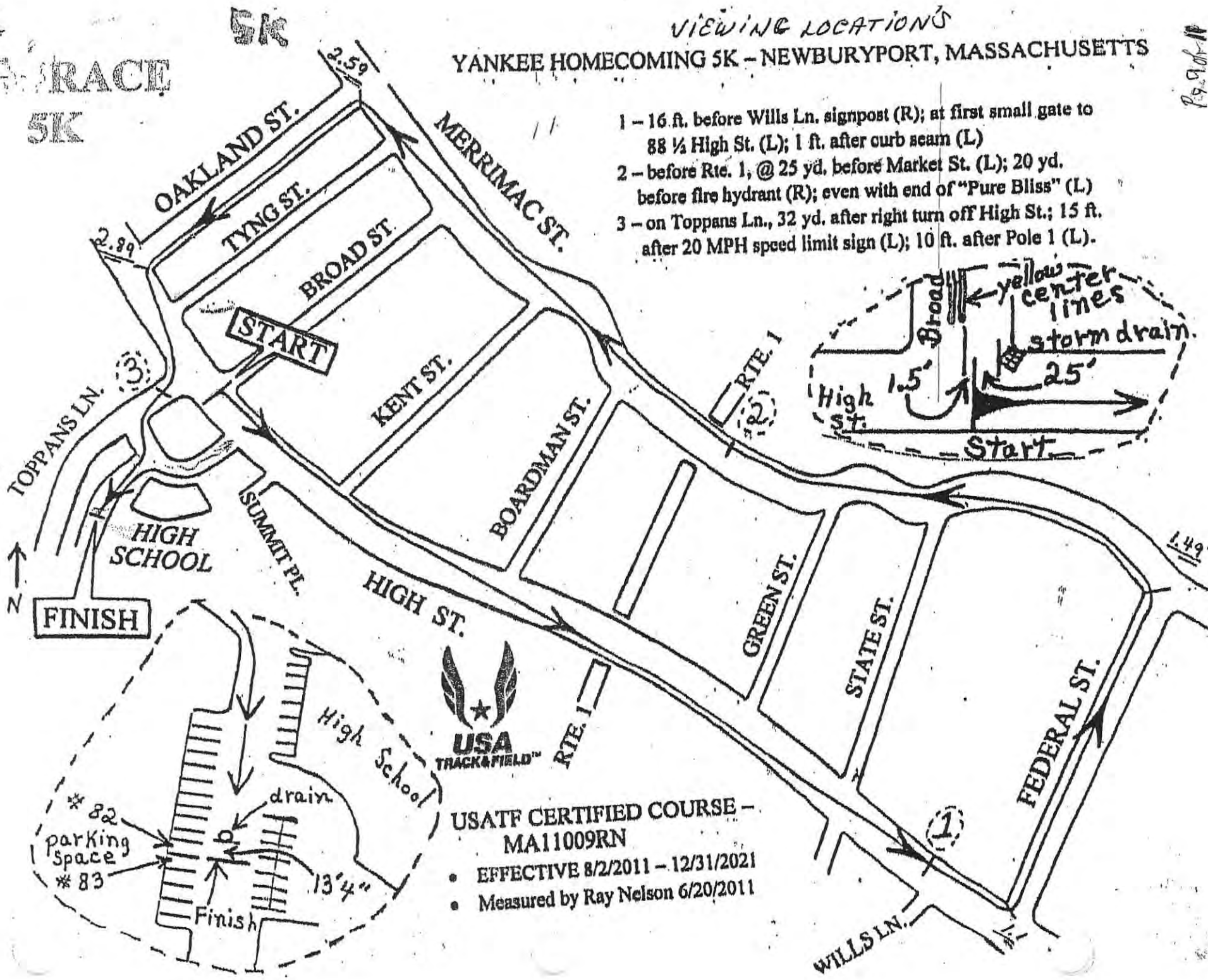
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Newburyport High School
PROVISIONS OF THE POLICY DO NOT APPLY TO THE SALE OR SERVING OF ALCOHOLIC BEVERAGES

CERTIFICATE HOLDER **CANCELLATION**

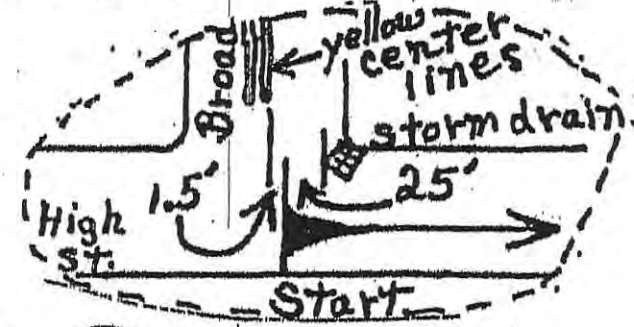
City of Newburyport Pleasant Street Newburyport Massachusetts 01950	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
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VIEWING LOCATIONS
 YANKEE HOMECOMING 5K - NEWBURYPORT, MASSACHUSETTS

2.59 RACE
 5K



- 1 - 16 ft. before Wills Ln. signpost (R); at first small gate to 88 1/2 High St. (L); 1 ft. after curb seam (L)
- 2 - before Rte. 1, @ 25 yd. before Market St. (L); 20 yd. before fire hydrant (R); even with end of "Pure Bliss" (L)
- 3 - on Toppans Ln., 32 yd. after right turn off High St.; 15 ft. after 20 MPH speed limit sign (L); 10 ft. after Pole 1 (L).



FINISH



USATF CERTIFIED COURSE -
 MA11009RN
 • EFFECTIVE 8/2/2011 - 12/31/2021
 • Measured by Ray Nelson 6/20/2011

P. 9. 9. 11

10M Race

Yankee Homecoming

10 Mile Road Race

NEWBURYPORT, MASSACHUSETTS



VIEWING LOCATIONS

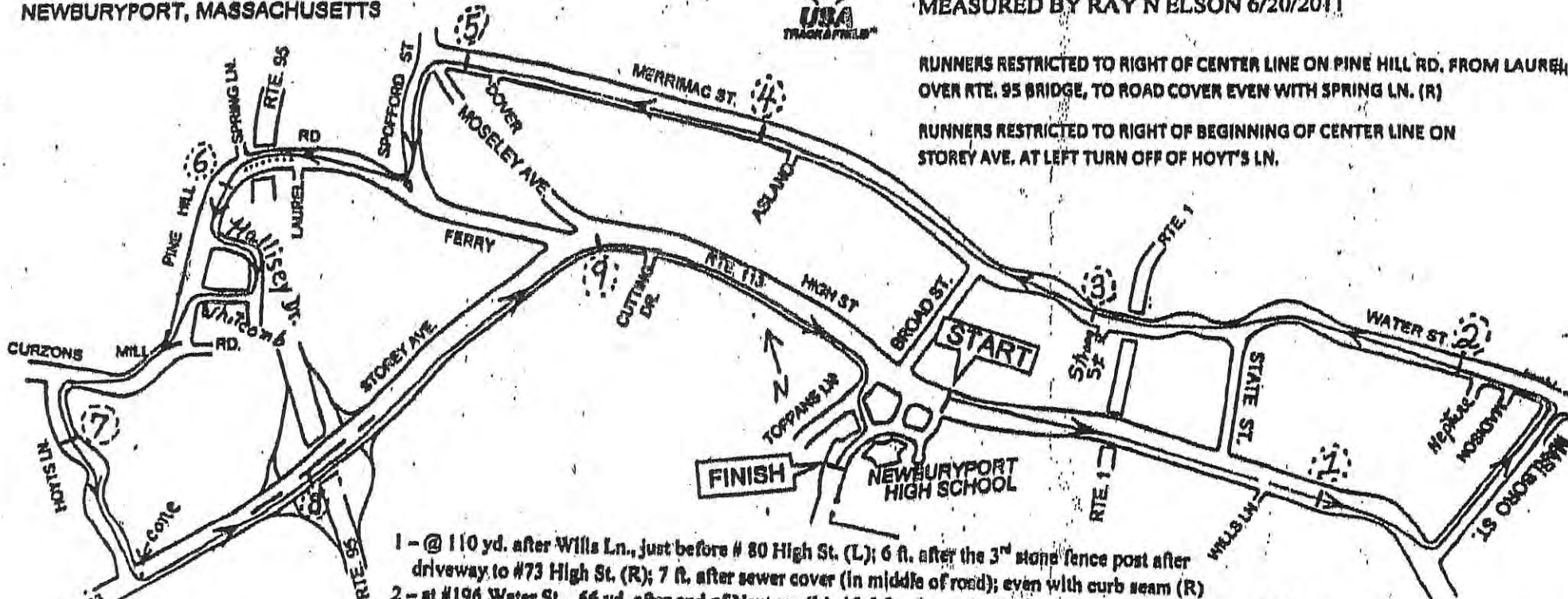
USATF CERTIFIED COURSE - MA11008RN

EFFECTIVE 8/2/2011 - 12/31/2021

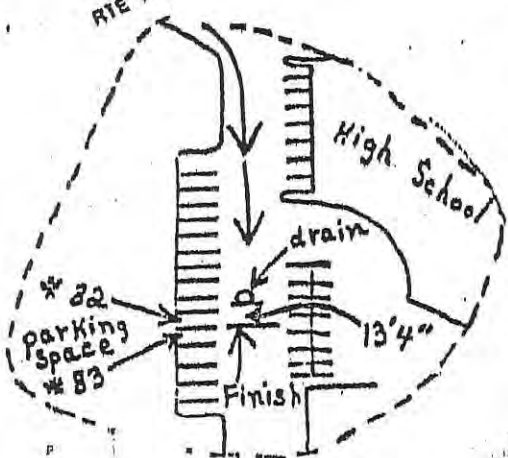
MEASURED BY RAY NELSON 6/20/2011

RUNNERS RESTRICTED TO RIGHT OF CENTER LINE ON PINE HILL RD. FROM LAUREL OVER RTE. 95 BRIDGE, TO ROAD COVER EVEN WITH SPRING LN. (R)

RUNNERS RESTRICTED TO RIGHT OF BEGINNING OF CENTER LINE ON STOREY AVE. AT LEFT TURN OFF OF HOYT'S LN.



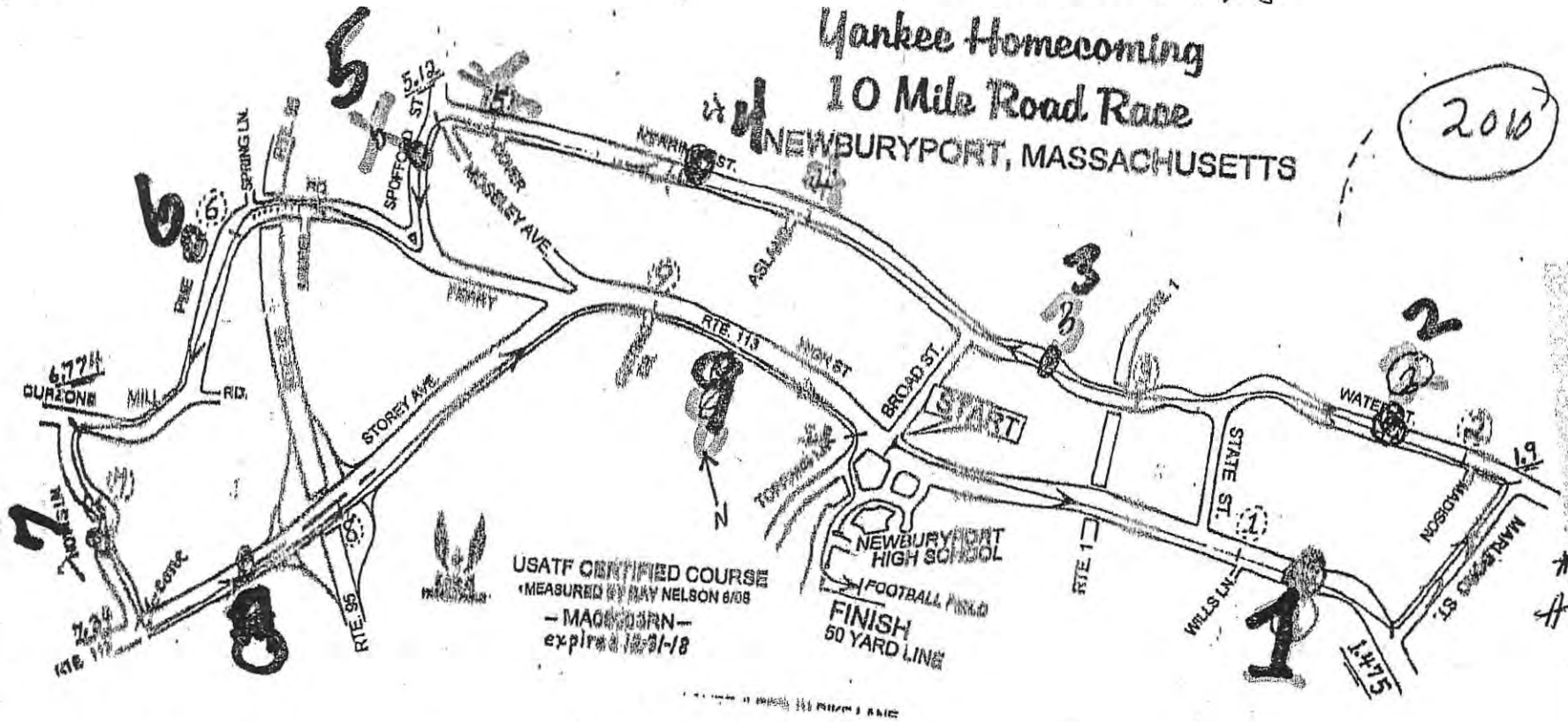
- 1 - @ 110 yd. after Willis Ln., just before # 80 High St. (L); 6 ft. after the 3rd stone fence post after driveway to #73 High St. (R); 7 ft. after sewer cover (in middle of road); even with curb seam (L)
- 2 - at #196 Water St., 66 yd. after end of Neptune (L); 19.5 ft. after end of storm drain (L); 21 ft. before sewer cover (L); 10 in. after curb seam (L)
- 3 - after Rte. 1 exit, 15 ft. after end of Strong St. (L); in brick driveway to Perry Murphy construction; 13.5 ft. before storm drain (R)
- 4 - 70 yd. after Ashland (L); 30 ft. after Pole 79 (R); 10 ft. before beginning of big window to Meraen; 46 ft. before crosswalk; 6 ft. after end of single driveway immediately after the car repair place (L)
- 5 - just after # 368 Merrimac St. (R); 23 ft. after Pole 51B/80 / 123 (R); 37 ft. before driveway #571 (L)
- 6 - at end of property to # 13 Pine Hill Rd. (R); 23.5 ft. after Pole 12 (L)
- 7 - on Hoyts Ln. 55 ft. after Pole 12 (R)
- 8 - just before the actual bridge (with high fencing) over Rte. 95; 30 ft. after sign for Rte. 95 north, 30 ft. after end of storm drain; 15 ft. before water cover on sidewalk (R)
- 9 - just after Moseley Ave.(L); at beginning of building #361 High St. (Home for Aged Men); 4 ft. after Pole 113



"WATER STOPS"

Yankee Homecoming 10 Mile Road Race NEWBURYPORT, MASSACHUSETTS

2010



- #1 39 High ST
- #2 59 WATER ST
- #3 Oliver & Merrimac
- #4 437 Merrimac
- #5 28 Spofford ST
- #6 3 Pine hill RD
- #7 Hoyte LA
- #8 West End Fire Sta
- #9 743 High ST

NEWBURYPORT SPECIAL EVENT APPLICATION OFFICE
NEWBURYPORT, MA

Tel.

Fax.

(For Parades, Road Races and Walkathons Only - Please complete page 3 of this application)

NAME OF EVENT: Bed Race

Date: Aug 1 2019 Time: from 5:30 pm to 7:30 pm

Rain Date: Aug 2 2019 Time: from 5:30 pm to 7:30 pm

2. Location: Federal Street

3. Description of Property: City Street Public Private

4. Name of Organizer: Lions Club City Sponsored Event: Yes No

Contact Person Chad McDonald

Address: 33 Low St Newburyport Telephone: 978-314-9000

E-Mail: cem2020@gmail.com Cell Phone:

Day of Event Contact & Phone: 978-314-9000

5. Number of Attendees Expected: ≈ 2000 - 2500

6. MA Tax Number: 51-0230184

7. Is the Event Being Advertised? Yes Where? Yankee Homecoming & Lions Website

8. What Age Group is the Event Targeted to? Everyone

9. Have You Notified Neighborhood Groups or Abutters? Yes No Who?

ACTIVITIES: (Please check where applicable.) Subject to Licenses & Permits from Relevant City Departments

A. Vending: Food Beverages Alcohol Goods Total # of Vendors

B. Entertainment: (Subject to City's Noise Ordinance.) Live Music DJ Radio/CD
Performers Dancing Amplified Sound Stage

C. Games/Rides: Adult Rides Kiddie Rides Games Raffle
Other Total #

Name of Carnival Operator:

Address:

Telephone:

D. Organizer is responsible for clean-up during and after event. All trash must be collected and removed from event location immediately at the end of the event unless prior written agreement had been made with the Department of Public Services (DPS).

Will you be conducting the clean-up for this event? Yes No

FOR PARADE, ROAD RACE AND WALKATHON EVENTS ONLY

PARADE _____ BED
 ROAD RACE X WALKATHON _____

1. Name of the Group or Person Sponsoring the Road Race, Parade, Walkathon:

Newburyport Lions Club

2. Name, Address & Daytime Phone Number of Organizer:

Chad McDonald 33 Low St Newburyport
978-314-9000

3. Name, Address & 24/7 Telephone Number of Person Responsible for Clean Up _____

Same as # 2 above

4. Date of Event: Aug 1 2019 Expected Number of Participants: 120-150 Participants
~~2000-2500 Spectators~~

5. Start Time: 5:30 pm Expected End Time: 7:30 pm

6. Road Race, Parade or Walkathon Route: (List street names & attach map of route):

Federal Street only High St

7. Locations of Water Stops (if any): 0

8. Will Detours for Motor Vehicles Be Required? Yes If so, where? Federal St Access Streets

9. Formation Location & Time for Participants: Upper End of Federal St

10. Dismissal Location & Time for Participants: Lower End of Federal St

11. Additional Parade Information:

- Number of Floats: 20-25
- Locations of Viewing Stations: Federal Street Sidewalks
- Are Weapons Being Carried: Yes _____ No X
- Are Marshalls Being Assigned to Keep Parade Moving: Yes X No _____

APPROVAL SIGNATURES REQUIRED FOR STREET CLOSURE OR ANY USE OF A PUBLIC WAY.

CITY MARSHAL [Signature] 4 Green St. FIRE CHIEF [Signature] 4/16/19 0 Greenleaf St.
 DEPUTY DIRECTOR [Signature] 16A Perry Way CITY CLERK [Signature] 60 Pleasant St.
4/18/19

DEPARTMENT APPROVAL (for Committee Member use only):

It will be necessary for you to obtain permits or certificates from the following Departments: Please note that costs for some City support services during an event are an estimate only. Some Departments may forward an invoice for services rendered at the completion of the event, and others may require advance payment.

Approval Required	Date: _____	Signature _____
_____	1. Special Events: _____	
_____	2. Police: _____	
	Is Police Detail Required: _____	# of Details Assigned: _____
_____	3. Traffic, Parking & Transportation: _____	
_____	4. ISD/Health: _____	
_____	5. Recycling: _____	
_____	6. ISD/Building: _____	
_____	7. Electrical: _____	
_____	8. Fire: _____	
	Is Fire Detail Required: _____	# of Details Assigned: _____
_____	9. Public Works: <i>Fee for Special Events: \$45/hr/DPS employee for trash handling/staging etc. may apply</i>	
	Yes: \$ _____ due on _____	No Fee for Special Events applies
	Other requirements/instructions per DPS _____	
_____	10. Recreation Department: _____	
_____	11. License Commission _____	

The departments listed above have their own application process.
Applicants are responsible for applying for and obtaining all required
permits & certificates from the various individual departments

Sec. 13-97. - Road races, walkathons, bicycle and other multidisciplined events.

(a) *Short title.* This section may be cited as the "road races, walkathons and bicycle events."

(b) *Purpose and intent.* The use of city streets and sidewalks for the purpose of road races, walkathons or bicycle tours are positive events that promote exercise, general good health and Newburyport as a destination. These events do from time to time create hardships, impacting neighborhoods and traffic. To create a balance between conflicting interests, by safeguarding participants, residents, visitors and the City of Newburyport, this section will define and codify the procedure for the benefit of all.

(c) *Definitions.*

(1) *Road race.* A competitive or non-competitive running event that utilizes the streets, sidewalks and/or crosses over streets or sidewalks within city limits and in which an entry fee is required or charitable donation is solicited or suggested.

(2) *Walkathon.* A competitive or non-competitive walk event that utilizes the streets, sidewalks and/or crosses over streets or sidewalks within city limits and in which an entry fee is required or charitable donation is solicited or suggested.

(3) *Bicycle race.* A competitive or non-competitive bicycling event that utilizes the streets, sidewalks and/or crosses over streets or sidewalks within city limits and in which an entry fee is required or charitable donation is solicited or suggested.

(4) *Multidisciplined event.* A competitive or non-competitive event requiring or offering running, walking, biking, swimming or any combination thereof in which an entry fee is required or a charitable donation is solicited or suggested.

(5) *Event.* Any road race, walkathon, bicycle race, multi-disciplined event as defined above.

(d) *Limitations.*

(1) *Procedure.* All events shall, through that event's organizer, board of directors, charity foundation or designee ("organizer") apply for city council authorization to hold the event through the office of the city clerk no later than sixty (60) days before the event's proposed date. There shall be a grace period through December 31, 2017, during which applications will be accepted beyond the prescribed due date. Prior to application with the city council, the event shall file and receive approval from all applicable city departments, boards, and commissions. Copies of such approved applications, including along with documentation of any fees, donations, in-kind donations paid as part of said application(s), shall be included as part of the city council application.

The date of application is the date a completed application is submitted to the city clerk's office and stamped by the same. The city clerk, upon review of the completed form, will place the application on the next regular city council agenda, even if such submission is a late file. Upon following the procedures of the council, as deemed appropriated in the sole judgment of the council, the application will be considered approved if the council votes favorably by majority. The application shall name one (1) person responsible on the application and shall provide contact information to include name, address, email address, and telephone number.

(2) *Exemptions.* Each event organizer or organization shall comply with this ordinance and no exemptions will be permitted.

(3) *Course map.* All applications shall be accompanied by a legible, precise course map showing the event route, water stops, refreshment stops, and so-called "port-a-potties". The course map shall also include any road closures, detours and parking areas. The course map shall be approved by police, fire, department of public services, parks commission and harbor masters departments prior to submission to the city clerk.

(4) *Electronic amplifier.* Electronic amplifiers, loudspeakers and bullhorn use shall be requested at time of application. Under no circumstances will they be used for public address announcements or music before 8:00 a.m., except for Sundays when electronic amplifiers, loud speakers or bullhorns will not be used for public address announcements or music before 9:00 a.m.

(5) *Road closure.* No ways, public or private, boat ramps or parking lots controlled or patrolled by the city shall be closed without authorization. Authorization shall be considered granted only if said closure(s) are contained in the approved permit. It is the sole responsibility of the race organizers to notify residents fourteen (14) days in advance that neighborhood roads will be closed if no alternate route is available to those residents. Notification shall be made by race organizers by informational packet drop-off at all residences that may be impacted, including, but not limited to, road closures, restricted driveway access, parking restrictions, or noise. In the case of multi-family residences with so-called security doors, notification will be sufficient at said security door. A copy of the notification shall be provided to the city clerk and, when possible, posted on the city website and distributed via email. Further,

a list of all streets notified shall be provided to the city clerk to be date stamped and appended to the application record. Press releases and other media type notifications are encouraged.

(6) *Insurance.* All events shall have an insurance policy or rider in effect for the event naming the "City of Newburyport" as an additional insured. The policy shall be no less than two million dollars (\$2,000,000.00).

(7) *Event termination.* If in the judgment of the city marshal, fire chief or department of public services (DPS) director or designees thereof determine that an event is unsafe due to existing conditions, that event may be stopped, terminated or suspended. In the case of a multidiscipline event such as a triathlon, the harbormaster or his/her designee may likewise stop, terminate or suspend the swimming portion for cause.

(8) *Event and traffic security.* The city marshal, fire chief, DPS director or in the case of a triathlon, the harbormaster can require special duty personnel to assist in the organizing and coordinating the safety and security of the event. All special duty assignments will be paid by the event organizers.

(9) *Clean-up.* The event organizers shall be responsible for post event trash collection, removal of signage, directional arrows, advertisements or other promotional material associated with the event.

(10) *Parking.* The event organizers shall be responsible for including parking instructions in materials disseminated to event participants. If the event is happening within one-half mile of municipal parking, then participants shall be asked to park at such parking facilities.

(11) *Notification of previous event organizers.* To the extent reasonably possible, the city clerk shall notify all event organizers from events held from 2014—2016, inclusive, by a one-time phone, email, or letter of the new application timeline and other requirements.

(12) *Simplification.* Departments are encouraged to unify their respective applications into a singular application, managed and distributed by the city clerk's office.

(13) *Americans with Disabilities Act.* Event organizers are reminded of the importance of and expectation of adherence to the Americans with Disabilities Act of 1990 (42 U.S.C § 12101) and subsequent applicable amendments.

(e) *Enforcement.*

(1) *Regulations.* Consistent with this section, the city shall promulgate regulations to enforce and otherwise implement the provisions of this section upon passage by the city council. Any event previously approved by city council shall be deemed permitted.

(2) *Warning.* In the circumstance that this section is violated, the enforcement may consist of a warning. Any warnings issued for violation(s) will be reported to the city clerk and city council and may be used as a factor in future application approvals and denials.

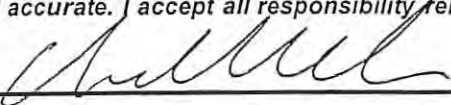
(3) *Noncriminal disposition.* If the city determines that a violation has occurred in which a noncriminal violation is issued, the named event organizer shall be penalized by a non-criminal disposition as provided in Massachusetts General Law as adopted by the City of Newburyport as a general ordinance in section 1-17 of chapter 1 of the Code or Ordinances of the City of Newburyport in the amounts set herein in subsection (e)(4) below.

(4) *Violation.* The non-criminal violation shall be one hundred dollars (\$100.00) for the first offense and two hundred fifty dollars (\$250.00) for second and subsequent offenses. Any non-criminal citations issued for violation(s) will be reported to the city clerk and city council and shall be used as a factor in future application approvals and denials.

(5) *Failure to notify.* If the event fails to notify residents and provide documentation to the city clerk, pursuant to subsection (d)(5) above, shall render that organization ineligible to receive an event permit for a period of twelve (12) months unless special leave is granted by two-thirds supervote of the city council.

I fully understand and agree to all the terms set forth in this application. The information that I have provided is truthful and accurate. I accept all responsibility related to this event.

Signed: _____



Date: _____

4/10/19



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

04/22/2019

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

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PRODUCER DSP Insurance 1900 E. Golf Road, Suite 650 Schaumburg, IL 60173	CONTACT NAME: John Adams	
	PHONE (A/C No. Ext): 1-800-316-6705	FAX (A/C No.): 847-934-6186
E-MAIL ADDRESS: lionsclubs@dspins.com		
INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A: ACE American Insurance Company		22667
INSURER B:		
INSURER C:		
INSURER D:		
INSURER E:		
INSURER F:		

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Agg. Per Named Insured is \$2,000,000 GENL AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC.			HDOG71094972	09/01/2018	09/01/2019	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 10,000,000 PRODUCTS - COMP/CP AGG \$ 2,000,000
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS			ISAH25159226	09/01/2018	09/01/2019	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	UMBRELLA LIAB EXCESS LIAB DED RETENTION S						EACH OCCURRENCE \$ AGGREGATE \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						WC STATUTORY LIMITS OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

Provisions of the policy apply to the named insureds participation in the following activity during the policy period shown above: Bed Race 8/1/2019 (rain date 8/2/2019)

The following persons or organizations granting use of real property, including structures thereon are included as Additional Insured(s), but only with respect to General Liability arising out of the use of premises by the insured shown above and not out of the sole negligence of said additional insured.

City Of Newburyport

PROVISIONS OF THE POLICY DO NOT APPLY TO THE SALE OR SERVING OF ALCOHOLIC BEVERAGES

CERTIFICATE HOLDER

City of Newburyport
60 Pleasant Street
Newburyport Massachusetts 01950

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

NEWBURYPORT SPECIAL EVENT APPLICATION

Tel. _____

Fax. _____

CITY CLERK'S OFFICE
NEWBURYPORT, MA

PS

(For Parades, Road Races and Walkathons Only - Please complete page 3 of this application)

2019 APR 29 PM 12:51

NAME OF EVENT: Strut for Strays

Date: June 2, 2019 Time: from 10:00 am to 3:00 pm

Rain Date: N/A Time: from _____ to _____

2. Location: Spencer - Peirce - Little Farm, Newbury MA

3. Description of Property: Historic New England property Public _____ Private

4. Name of Organizer: Merrimack River Feline Rescue Society City Sponsored Event: Yes _____ No

Contact Person Mackenzie Koch

Address: 63 Elm St., Salisbury, MA Telephone: 760-994-6588

E-Mail: mackenzie@mrfrs.org Cell Phone: _____

Day of Event Contact & Phone: same

5. Number of Attendees Expected: 100-150

6. MA Tax Number: 04-3172322

7. Is the Event Being Advertised? Yes Where? Social media, website, local papers, newsletters

8. What Age Group is the Event Targeted to? 20+

9. Have You Notified Neighborhood Groups or Abutters? Yes _____ No Who? _____

ACTIVITIES: (Please check where applicable.) Subject to Licenses & Permits from Relevant City Departments

A. Vending: Food _____ Beverages _____ Alcohol _____ Goods _____ Total # of Vendors 0

B. Entertainment: (Subject to City's Noise Ordinance.) Live Music DJ _____ Radio/CD _____
Performers _____ Dancing _____ Amplified Sound _____ Stage _____

C. Games /Rides: Adult Rides _____ Kiddie Rides _____ Games _____ Raffle

Other N/A Total # _____

Name of Carnival Operator: N/A

Address: _____

Telephone: _____

D. Organizer is responsible for clean-up during and after event. All trash must be collected and removed from event location immediately at the end of the event unless prior written agreement had been made with the Department of Public Services (DPS).

Will you be conducting the clean-up for this event? Yes No _____

If yes:

- a) How many trash receptacles will you be providing? 8
- b) How many recycling receptacles will you be providing? 2
- c) Will you be contracting for disposal of: **Trash** Yes No **Recycling** Yes No
- i. If yes, size of dumpster(s): **Trash** _____ **Recycling** _____
- ii. Name of disposal company: **Trash** _____ **Recycling** _____
- iii. If no, will you remove trash & recycling with organizers' cars or trucks? Yes No
- iv. If no, where will the trash & recycling be disposed? MRFRS dumpster at shelter.

If no:

- a) # of trash container(s) to be provided by DPS _____
- b) # of recycling container(s) to be provided by Recycling Office _____
- c) \$45.00/hr/DPS employee charge must be paid by the organizer to DPS in advance of the event (Fee for Special Events). The hours required for the event will be determined by DPS.

All fees must be paid prior to the event. Check or money order is payable to the City of Newburyport.

E. Portable Toilets: (Each cluster of portable toilets must include at least one ADA accessible toilet)

1 Standard # 1 ADA accessible

Name of company providing the portable toilets: P.A. Wilkinson

FOR PARADE, ROAD RACE AND WALKATHON EVENTS ONLY

PARADE _____

ROAD RACE _____

WALKATHON _____

1. Name of the Group or Person Sponsoring the Road Race, Parade, Walkathon:

Merrimack River Feline Rescue Society

2. Name, Address & Daytime Phone Number of Organizer:

Mackenzie Koch
63 Elm St., Salisbury MA
(760) 994-6588

3. Name, Address & 24/7 Telephone Number of Person Responsible for Clean Up

Joe Bell
19 Chestnut St. Newburyport MA
(978) 360-2967

4. Date of Event: June 2, 2019 Expected Number of Participants: 100-150

5. Start Time: 12:00 pm (walk portion) Expected End Time: 1:30 pm

6. Road Race, Parade or Walkathon Route: (List street names & attach map of route): Attached

Little's Lane (Newbury)
High Rd / High St.

7. Locations of Water Stops (if any): corner of High St. and State St.

8. Will Detours for Motor Vehicles Be Required? no If so, where? _____

9. Formation Location & Time for Participants: Spencer - Peirce - Little Farm, Newbury

10. Dismissal Location & Time for Participants: Spencer - Peirce - Little Farm, Newbury

11. Additional Parade Information:

• Number of Floats: N/A

• Locations of Viewing Stations: N/A

• Are Weapons Being Carried: Yes _____ No

• Are Marshalls Being Assigned to Keep Parade Moving: Yes _____ No

APPROVAL SIGNATURES REQUIRED FOR STREET CLOSURE OR ANY USE OF A PUBLIC WAY:

CITY MARSHAL [Signature] 4 Green St.

FIRE CHIEF [Signature] 0 Greenleaf St.

DEPUTY DIRECTOR [Signature] 16A Perry Way CITY CLERK

[Signature] 60 Pleasant St.

DEPARTMENT APPROVAL (for Committee Member use only):

It will be necessary for you to obtain permits or certificates from the following Departments: Please note that costs for some City support services during an event are an estimate only. Some Departments may forward an invoice for services rendered at the completion of the event, and others may require advance payment.

Approval
Required

Date: _____ Signature _____

- ____ 1. Special Events: _____
- ____ 2. Police: _____
 Is Police Detail Required: _____ # of Details Assigned: _____
- ____ 3. Traffic, Parking & Transportation: _____
- ____ 4. ISD/Health: _____
- ____ 5. Recycling: _____
- ____ 6. ISD/Building: _____
- ____ 7. Electrical: _____
- ____ 8. Fire: _____
 Is Fire Detail Required: _____ # of Details Assigned: _____
- ____ 9. Public Works: *Fee for Special Events: \$45/hr/DPS employee for trash handling/staging etc. may apply*
 Yes: \$ _____ due on _____ No Fee for Special Events applies
 Other requirements/instructions per DPS _____
- ____ 10. Recreation Department: _____
- ____ 11. License Commission _____

The departments listed above have their own application process.
Applicants are responsible for applying for and obtaining all required
permits & certificates from the various individual departments

Sec. 13-97. - Road races, walkathons, bicycle and other multidisciplined events.

(a) *Short title.* This section may be cited as the "road races, walkathons and bicycle events."

(b) *Purpose and intent.* The use of city streets and sidewalks for the purpose of road races, walkathons or bicycle tours are positive events that promote exercise, general good health and Newburyport as a destination. These events do from time to time create hardships, impacting neighborhoods and traffic. To create a balance between conflicting interests, by safeguarding participants, residents, visitors and the City of Newburyport, this section will define and codify the procedure for the benefit of all.

(c) *Definitions.*

(1) *Road race.* A competitive or non-competitive running event that utilizes the streets, sidewalks and/or crosses over streets or sidewalks within city limits and in which an entry fee is required or charitable donation is solicited or suggested.

(2) *Walkathon.* A competitive or non-competitive walk event that utilizes the streets, sidewalks and/or crosses over streets or sidewalks within city limits and in which an entry fee is required or charitable donation is solicited or suggested.

(3) *Bicycle race.* A competitive or non-competitive bicycling event that utilizes the streets, sidewalks and/or crosses over streets or sidewalks within city limits and in which an entry fee is required or charitable donation is solicited or suggested.

(4) *Multidisciplined event.* A competitive or non-competitive event requiring or offering running, walking, biking, swimming or any combination thereof in which an entry fee is required or a charitable donation is solicited or suggested.

(5) *Event.* Any road race, walkathon, bicycle race, multi-disciplined event as defined above.

(d) *Limitations.*

(1) *Procedure.* All events shall, through that event's organizer, board of directors, charity foundation or designee ("organizer") apply for city council authorization to hold the event through the office of the city clerk no later than sixty (60) days before the event's proposed date. There shall be a grace period through December 31, 2017, during which applications will be accepted beyond the prescribed due date. Prior to application with the city council, the event shall file and receive approval from all applicable city departments, boards, and commissions. Copies of such approved applications, including along with documentation of any fees, donations, in-kind donations paid as part of said application(s), shall be included as part of the city council application.

The date of application is the date a completed application is submitted to the city clerk's office and stamped by the same. The city clerk, upon review of the completed form, will place the application on the next regular city council agenda, even if such submission is a late file. Upon following the procedures of the council, as deemed appropriated in the sole judgment of the council, the application will be considered approved if the council votes favorably by majority. The application shall name one (1) person responsible on the application and shall provide contact information to include name, address, email address, and telephone number.

(2) *Exemptions.* Each event organizer or organization shall comply with this ordinance and no exemptions will be permitted.

(3) *Course map.* All applications shall be accompanied by a legible, precise course map showing the event route, water stops, refreshment stops, and so-called "port-a-potties". The course map shall also include any road closures, detours and parking areas. The course map shall be approved by police, fire, department of public services, parks commission and harbor masters departments prior to submission to the city clerk.

(4) *Electronic amplifier.* Electronic amplifiers, loudspeakers and bullhorn use shall be requested at time of application. Under no circumstances will they be used for public address announcements or music before 8:00 a.m., except for Sundays when electronic amplifiers, loud speakers or bullhorns will not be used for public address announcements or music before 9:00 a.m.

(5) *Road closure.* No ways, public or private, boat ramps or parking lots controlled or patrolled by the city shall be closed without authorization. Authorization shall be considered granted only if said closure(s) are contained in the approved permit. It is the sole responsibility of the race organizers to notify residents fourteen (14) days in advance that neighborhood roads will be closed if no alternate route is available to those residents. Notification shall be made by race organizers by informational packet drop-off at all residences that may be impacted, including, but not limited to, road closures, restricted driveway access, parking restrictions, or noise. In the case of multi-family residences with so-called security doors, notification will be sufficient at said security door. A copy of the notification shall be provided to the city clerk and, when possible, posted on the city website and distributed via email. Further,

a list of all streets notified shall be provided to the city clerk to be date stamped and appended to the application record. Press releases and other media type notifications are encouraged.

(6) *Insurance.* All events shall have an insurance policy or rider in effect for the event naming the "City of Newburyport" as an additional insured. The policy shall be no less than two million dollars (\$2,000,000.00).

(7) *Event termination.* If in the judgment of the city marshal, fire chief or department of public services (DPS) director or designees thereof determine that an event is unsafe due to existing conditions, that event may be stopped, terminated or suspended. In the case of a multidiscipline event such as a triathlon, the harbormaster or his/her designee may likewise stop, terminate or suspend the swimming portion for cause.

(8) *Event and traffic security.* The city marshal, fire chief, DPS director or in the case of a triathlon, the harbormaster can require special duty personnel to assist in the organizing and coordinating the safety and security of the event. All special duty assignments will be paid by the event organizers.

(9) *Clean-up.* The event organizers shall be responsible for post event trash collection, removal of signage, directional arrows, advertisements or other promotional material associated with the event.

10) *Parking.* The event organizers shall be responsible for including parking instructions in materials disseminated to event participants. If the event is happening within one-half mile of municipal parking, then participants shall be asked to park at such parking facilities.

(11) *Notification of previous event organizers.* To the extent reasonably possible, the city clerk shall notify all event organizers from events held from 2014—2016, inclusive, by a one-time phone, email, or letter of the new application timeline and other requirements.

(12) *Simplification.* Departments are encouraged to unify their respective applications into a singular application, managed and distributed by the city clerk's office.

(13) *Americans with Disabilities Act.* Event organizers are reminded of the importance of and expectation of adherence to the Americans with Disabilities Act of 1990 (42 U.S.C § 12101) and subsequent applicable amendments.

(e) *Enforcement.*

(1) *Regulations.* Consistent with this section, the city shall promulgate regulations to enforce and otherwise implement the provisions of this section upon passage by the city council. Any event previously approved by city council shall be deemed permitted.

(2) *Warning.* In the circumstance that this section is violated, the enforcement may consist of a warning. Any warnings issued for violation(s) will be reported to the city clerk and city council and may be used as a factor in future application approvals and denials.

(3) *Noncriminal disposition.* If the city determines that a violation has occurred in which a noncriminal violation is issued, the named event organizer shall be penalized by a non-criminal disposition as provided in Massachusetts General Law as adopted by the City of Newburyport as a general ordinance in section 1-17 of chapter 1 of the Code or Ordinances of the City of Newburyport in the amounts set herein in subsection (e)(4) below.

(4) *Violation.* The non-criminal violation shall be one hundred dollars (\$100.00) for the first offense and two hundred fifty dollars (\$250.00) for second and subsequent offenses. Any non-criminal citations issued for violation(s) will be reported to the city clerk and city council and shall be used as a factor in future application approvals and denials.

(5) *Failure to notify.* If the event fails to notify residents and provide documentation to the city clerk, pursuant to subsection (d)(5) above, shall render that organization ineligible to receive an event permit for a period of twelve (12) months unless special leave is granted by two-thirds supervote of the city council.

I fully understand and agree to all the terms set forth in this application. The information that I have provided is truthful and accurate. I accept all responsibility related to this event.

Signed: Mackenzie A. Kord Date: 4/29/19



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

4/23/2019

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Eastern Insurance Group LLC 233 West Central St Natick MA 01760		CONTACT NAME: Lori Keiffer PHONE (A/C, No, Ext): (800) 333-7234 FAX (A/C, No): E-MAIL ADDRESS: LKeiffer@easterninsurance.com	
INSURED Merrimack River Feline Rescue Society 63 Elm St Salisbury MA 01952		INSURER(S) AFFORDING COVERAGE INSURER A: New Hampshire Insurance Company INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:	

COVERAGES **CERTIFICATE NUMBER:** 19 Strut for Strays GL **REVISION NUMBER:**

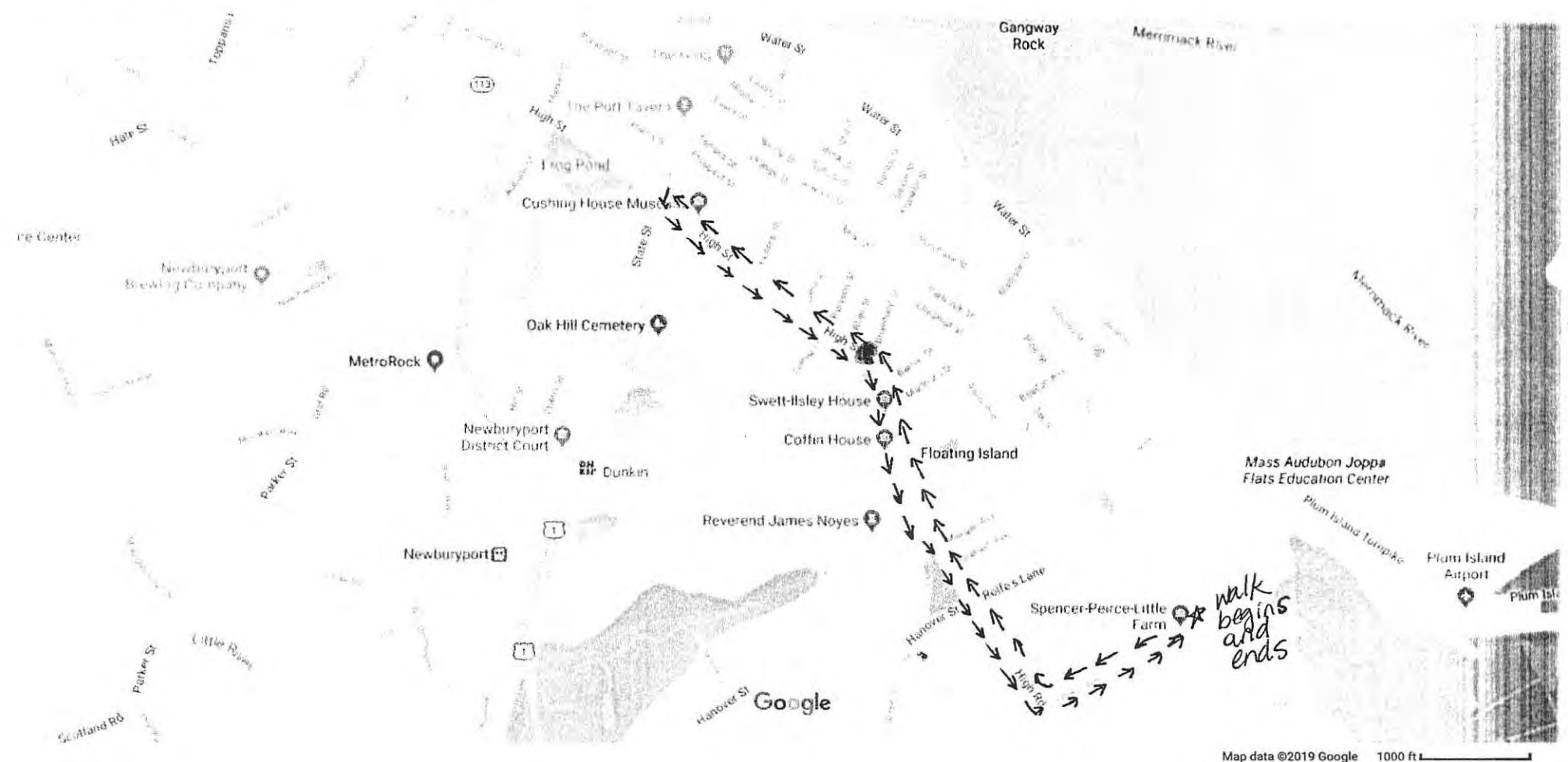
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:		SEL065468932	4/1/2019	6/5/2019	EACH OCCURRENCE \$ 4,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ EXCLUDED PERSONAL & ADV INJURY \$ 4,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMP/OP AGG \$ 4,000,000
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS					COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A			PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 City of Newburyport is additional insured for general liability for 2019 Strut for Strays Event to be held 6/2/19.

CERTIFICATE HOLDER City of Newburyport 60 Pleasant Street Newburyport, MA 01950	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE John Koegel/LKEIFF
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Google Maps MRFRS Strut for Strays June 2, 2019



walk begins and ends

Map data ©2019 Google 1000 ft


3.0 miles



CERTIFICATE OF REGISTRATION

RMV Division

M.G.L. Chapter 90 Section 24B makes it a crime to alter this Certificate

PLATE TYPE PAN	REGISTRATION NUMBER 457GV9	REGISTRATION TYPE PASSENGER	EFFECTIVE DATE 10/01/17	EXPIRES LAST DAY OF →	MONTH 09	YEAR 19	TRANSACTION NUMBER 92724200005007
MODEL YEAR 2010	MAKE AUDI	MODEL Q5	BODY STYLE/TYPE UTIL	COLOR BLUE	Not valid without official signature of Registrar		IF VEHICLE CARRYING PASSENGERS FOR HIRE MAXIMUM NUMBER OF PASSENGERS THAT CAN BE SEATED.
VEHICLE IDENTIFICATION NUMBER WALLKAFP2AA036490		INSURANCE COMPANY PLYMOUTH ROCK ASSU		TITLE NUMBER BH372265	REGISTRAR <i>Cher C. Dwyer</i>		TOTAL REGISTERED WEIGHT FOR A COMMERCIAL VEHICLE OR TRAILER
RESIDENTIAL ADDRESS (IF DIFFERENT)					FEES		
NAME(S) OF OWNER(S) AND MAILING ADDRESS  009076 *****AUTO**5-DIGIT 01867 RITTER, DEBRA I 6 OGDEN LN MIDDLETON MA 01949-1669					REGISTRATION 60.00 TITLE 0.00 SPECIAL PLATES 0.00 SALES TAX 0.00 TOTAL 60.00		
MASSACHUSETTS DEPARTMENT OF TRANSPORTATION REGISTRY OF MOTOR VEHICLES DIVISION The records of the RMV database constitute the official status of the vehicle registration.							

SPECIAL MESSAGE IF THIS VEHICLE IS NEWLY ACQUIRED, IT MUST BE INSPECTED WITHIN SEVEN (7) DAYS OF REGISTRATION.	CHANGE OF ADDRESS STREET ADDRESS CITY, STATE, ZIP CODE
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Important Information for Vehicle Owners

- Every person operating a motor vehicle shall have the Certificate of Registration for the motor vehicle and for the trailer, if any, and his/her license to operate, upon his/her person or in the vehicle, in some easily accessible place.
- By law, you must report any change of address to the RMV within 30 days in writing. Address changes can be made on the RMV website: www.massrmv.com. Once you have reported the address change to the RMV, please write corrected address in box provided above.
- Cancel the registration plates if:
 - The vehicle has been sold or junked and the registration is not going to be transferred to another vehicle. Keep a copy of the Bill of Sale, Title, and completed Reassignment of Title for your records to document the transfer.
 - You move to another state and you register the vehicle in that state.
 - The insurance policy is not renewed or is cancelled and there is no plan to obtain a new policy.
- No Insurance Card Required: Massachusetts's law does not require an Insurance card. The law, M.G.L. Chapter 90, Section 34A and Chapter 175, Section 113A requires the vehicle's owner to maintain a compulsory motor vehicle insurance policy or bond for bodily injury coverage and property damage insurance. An insurer is required by law to electronically notify the RMV if coverage lapses. The vehicle owner is then notified by the RMV to obtain new insurance within 10 days or the registration will be revoked. Bonds are filed with the State Treasurer's Office.
- Transferring Your Plates: Massachusetts law (M.G.L. Chapter 90, Section 2) allows you to transfer valid registration plates from this vehicle to a newly acquired new or used motor vehicle or trailer while you obtain insurance and a new registration. See the Transferring a Registration section on the RMV's website at www.massrmv.com for more information.

000057509

PLATE DECAL APPLICATION INSTRUCTIONS

1. Gently peel the decal from the form.
2. Place the decal on the rear plate in the top right corner next to the word Massachusetts.
3. Firmly rub the decal to adhere it to the plate.

For best results, bring decal to room temperature before affixing to the plate.

The best way to renew your registration is online at www.massrmv.com

May 28, 2019
Committee Items
Public Utilities

- ORDR096_04_08_19 Solar Alternative On-Bill Credits
- Pole Hearing – 197 Low Street



CITY OF NEWBURYPORT
OFFICE OF THE MAYOR
DONNA D. HOLADAY
60 PLEASANT STREET • P.O. BOX 550
NEWBURYPORT, MA 01950
(978) 465-4400 • (978) 465-4452 (FAX)
WWW.CITYOFNEWBURYPORT.COM

Memorandum

To: Jared Eigerman
City Council
From: Mayor Donna D. Holaday
Molly Ettenborough
Energy Advisory Committee
Date: March 26, 2019
Re: Solar Alternative On-Bill Credits

The City of Newburyport solicited Requests For Proposals (RFP) for Solar Alternative On-Bill Credits (AOBC) as provided for under the new Solar Massachusetts Renewable Target (SMART) program through the Massachusetts Department of Energy Resources. It is the newest program established to support the development of solar in Massachusetts and replaces the popular SREC II solar incentive program.

The SMART takes a page from the previous solar incentive programs and provides a fixed discount on electric utility bills, regardless of the energy market, much like the City's arrangement with the solar farm in Salisbury, of which we receive a fixed discount averaging \$40,000 in savings per year.

We received three proposals from a pool of fifteen companies interested in the RFP. Nexamp has been selected through a vetting process led by members from the City's Energy Advisory Committee and staff. Nexamp currently provides solar services to fourteen public and regional school districts as well as colleges in the Commonwealth. They have submitted over 30 Megawatts (MW) of solar capacity into the SMART program, only 2 MW of which is available to anchor customers. Newburyport would be the anchor customer.

The plan is to apply AOBCs from Nexamp's solar production to the School Department's electric utility accounts. Total savings to the City of Newburyport is estimated to be \$41,000 the first year and total savings close to a \$1 million over a 20 year contractual commitment. The Salisbury solar farm mentioned above is currently being applied to DPS accounts. The Alternative Bill Credit discounts will be a fixed 15% off the National Grid supply portion of the accounts bill.

Newburyport needs to sign a 20 year contract with Nexamp. Attached is a copy of the proposed Nexamp Contract. It has been sent to the City Solicitor for review.

The Nexamp proposal for AOBC through SMART would increase the city's community commitment to renewable energy and utility savings. We urge the City Council to support the City's renewable energy initiatives and authorize the Mayor to sign the Nexamp contract.

City of Newburyport and Nexamp Savings and Project List

1. For Exhibit B: Facility Minimum Credit Requirement
2. One contract for each project

Project-	kW available	kWh Available (year 1)	AOBC Value (year 1)	Fixed Discount	Savings Year 1	Contract year
Bigelow Road Solar	830	1,138,760	\$117,269.50	15%	\$17,590.43	9/30/2020
Batten Street Solar	642	815,340	\$83,963.71	15%	\$12,594.56	9/30/2020
Barre Road Solar	578.5	742,216	76,433.35	15%	\$11,465.00	12/31/2020
Total's	2050.5	2,696,316	\$277,666.57		\$41,649.99	

CREDIT PURCHASE AND SALE AGREEMENT

This Credit Purchase and Sale Agreement (“**Agreement**”) is entered into as of _____, 2019 (the “**Effective Date**”) by and between [**Project Entity**], LLC, a Delaware limited liability company (“**Seller**”), and the City of Newburyport, a Massachusetts municipal corporation (“**Buyer**”). In this Agreement, Seller and Buyer are sometimes referred to individually as a “**Party**” and collectively as the “**Parties**.”

RECITALS

WHEREAS, Seller finances, develops, owns, operates and maintains solar (PV) electric generation facilities; and

WHEREAS, Seller desires to sell and deliver to Buyer, and Buyer desires to purchase and receive from Seller, Credits associated with Energy generated by the Facility, but not the Environmental Attributes or Tax Attributes, during the Term, subject to the terms set forth in this Agreement.

NOW, THEREFORE, in consideration of the foregoing recitals, warranties, covenants and conditions herein, and the Exhibits attached hereto, Seller and Buyer agree as follows.

ARTICLES I DEFINITIONS

When used in this Agreement, capitalized terms shall have the meanings given in the Glossary of Terms, attached hereto and incorporated herein, or if such terms are defined elsewhere in this Agreement, the meanings given where such terms are defined. Words not defined herein shall be given their common and ordinary meanings.

ARTICLE II TERM

- 2.1 Term. The Agreement term (the “**Term**”) shall begin on the Effective Date and shall end at the earlier of (i) 11:59 PM on the day preceding the twentieth (20th) anniversary of the Commercial Operations Date (the “**Termination Date**”) or (ii) such date as of which this Agreement may be earlier terminated pursuant to the provisions hereof.
- 2.2 Early Termination. In addition to any other rights of termination set forth in this Agreement, this Agreement may be terminated before the Termination Date (the “**Early Termination Date**”):
- (a) by Seller, upon thirty (30) days’ notice to Buyer, if Seller, in its sole discretion, determines that (i) prior to the Construction Commencement Date, it will not construct the Facility or (ii) after the Construction Commencement Date it will abandon the Facility as a result of an event of Force Majeure;
 - (b) by Seller, in accordance with section 4.1 (regarding conditions precedent);

(c) by either Party, in accordance with Section 4.2 (regarding regulatory change);

(d) pursuant to Section 10.3 (regarding financing); or

(e) by Buyer if Seller fails to achieve Commercial Operations by [] (the “Commercial Operations Deadline”); provided that the Commercial Operations Deadline shall be extended day-for-day to account for any delays caused, through no fault of Seller’s, by the Utility in the construction of upgrades to its distribution grid to accommodate the Facility; provided further that if construction on the Facility has commenced (as defined in the next sentence) but the Facility has not achieved Commercial Operations by the Commercial Operations Deadline, and Seller is diligently installing the Facility, the Commercial Operations Deadline shall be extended by an additional ninety (90) days. For the purpose of this provision, the word “construction on the Facility” shall mean that all or substantially all racking systems and solar panels have been delivered to the property on which the Facility is to be installed, and Seller has commenced actual installation of the Facility’s racking system and solar panels on such property. Seller shall promptly and reasonably demonstrate to Buyer in writing that the conditions set forth in this provision have been satisfied.

Upon early termination of this Agreement in accordance with this Section 2.2, the Parties shall have no further obligations hereunder except those which survive expiration or termination of this Agreement in accordance with the terms hereof.

ARTICLE III TITLE; COMMERCIAL OPERATION DATE

3.1 Title.

- (a) Under no circumstances shall the Buyer have or retain title to the Facility, Energy, Environmental Attributes, Tax Attributes, generation capacity and ancillary services produced or associated with the Energy or the Facility. If Buyer is deemed to be the owner or provider of any of the above, subject to and to the extent permitted by Applicable Law, Buyer shall assign them to Seller and, if Buyer receives any payments for them, it shall pay them to Seller. This Section 3.1(a) shall survive the termination of this Agreement.
- (b) As between Seller and Buyer, title to, and risk of loss of, the Credits purchased by Buyer hereunder will pass from Seller to Buyer upon allocation of the Credits to Buyer’s Utility Account(s). If Buyer is purchasing less than 100 percent of the Credits, title to and risk of loss of the Credits not purchased by Buyer shall at all times remain with Seller.

3.2 Notice of Commercial Operations Date. Within 14 days of receipt of notification from the Utility that the Facility may commence operations, Seller shall provide Buyer with a copy of such notification, and the date of such notification, unless a different date for commencement of operations is set forth in that notification by the Utility, shall constitute the Commercial

Operations Date.

ARTICLE IV CONDITIONS PRECEDENT; REGULATORY CHANGE

- 4.1 Conditions Precedent. Seller's obligations under this agreement are subject to the Facility's connection to the Utility pursuant to any laws, regulations or tariffs qualifying the Facility to generate Credits. Buyer agrees that it will, in good faith, execute any reasonably requested documentation required by any Governmental Authority, including a "SMART Participant Customer Disclosure Form". If the Facility does not so qualify, or if the Facility loses its qualification through no fault of the Seller, then Seller may, but shall not be obligated to, terminate this Agreement by delivering notice to the Buyer. If this Agreement is terminated pursuant to this Section 4.1, the termination shall be effective as of the date of Buyer's receipt of such notice without further liability of the Parties to each other, provided that the Parties shall not be released from any payment, liabilities or other obligations arising under this Agreement prior to the delivery of the notice, and Section 11.1 (Disputes) shall continue to apply to disputes that arose before such termination.
- 4.2 Obligation to Modify Agreement Pursuant to Actions by Governmental Authority. Upon a Governmental Authority order, decision, or regulation implementation, or upon the administration or interpretation thereof by the Massachusetts Department of Public Utilities or the Utility binding on a Party that (i) materially restricts Seller's ability to deliver Credits to Buyer or to fulfill its other obligations under this Agreement, (ii) materially restricts Buyer's ability to receive Credits, or (iii) disallows the Facility's qualification under laws, regulations or tariffs qualifying the Facility to generate Credits, as appropriate, the Parties shall negotiate in good faith to amend this Agreement to conform to such rule(s) and/or regulation(s) to the greatest extent reasonably possible, and shall use commercially reasonable efforts to conform such amendment to restore the economic benefits to each Party. If the Parties, negotiating in good faith, cannot agree concerning conforming to such actions, then either Party may terminate this Agreement.

ARTICLE V PURCHASE AND SALE OF CREDITS; GOVERNMENTAL CHARGES

- 5.1 Sale and Purchase of Credits. Beginning on the Commercial Operations Date and continuing throughout the Term, Seller agrees to sell to Buyer, and Buyer agrees to accept from Seller and to pay the Price to Seller for, the Quantity. The Price is stated on Exhibit A, attached hereto and incorporated herein. Notwithstanding anything to the contrary in this Agreement, Buyer shall not be required to pay for any Credits before those Credits have been allocated to Buyer by the Utility and are reflected on invoices received by Buyer from the Utility.
- 5.2 Delivery. Seller shall direct the Utility to deliver the Credits to Buyer under the SMART Program.
- (a) To deliver the Credits to Buyer, Seller shall direct the Utility to allocate the Credits purchased by Buyer under this Agreement to Buyer's Utility Account(s) (in

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accordance with the process established by the Tariff). Buyer may change the Utility Accounts to which Credits are allocated subject to any requirements of the Utility regarding the timing and manner of making such changes, and Seller shall cooperate with Buyer regarding any such changes, including, but not limited to, by filing any documentation with the Utility to implement such change so long as (i) Buyer provides written notice to Seller and (ii) the new address is serviced by the same Utility that provided service to the old address. The change in address will be effective upon the Utility allowing Seller to make such change, which under the tariff existing as of the date of this Agreement is generally within six (6) months. Seller will not be liable for any Credits lost through no fault of Seller's as a result of such change of address.

- (b) Buyer understands that the Credits delivered to Buyer in any particular month will be reflected on Buyer's Utility Statement as a monetary credit amount and not as an electricity quantity; and that such Credits will be reflected on the Utility Statement according to the Utility's billing cycle, which may be up to approximately two (2) months after the Facility generates the Energy associated with the Credits, provided that Buyer shall not be invoiced by Seller for any Credits unless and until those Credits are received by Buyer from the Utility and reflected on Buyer's invoices received from the Utility.
- (c) Each Party acknowledges that each of them is relying on the Facility receiving and maintaining qualification as a Community Shared Solar Tariff Generation Unit under the Massachusetts SMART Program. Buyer and Seller each agrees that it shall not take any action that would cause the Facility not to be qualified as a Community Shared Solar Tariff Generation Unit, and shall reasonably cooperate with each other to assure the Facility's continued qualification.
- (d) Seller will promptly take reasonable efforts to correct any Utility Credit-allocation error and Buyer agrees to reasonably cooperate in a timely manner as needed.
- (e) Seller shall elect the Utility's fixed supply option for 6 month period to determine value of Credits.

5.3 Governmental Charges.

- (a) Seller is responsible for any Governmental Charges attributable to the sale of Credits hereunder, whether imposed before, upon or after the allocation and delivery of Credits to Buyer.
- (b) The Parties shall use commercially reasonable efforts to administer this Agreement and implement its provisions to minimize Governmental Charges. If any Credits sales are exempted from or not subject to one or more Governmental Charges, the relevant Party shall, promptly upon the other Party's written request, provide the other Party with all necessary, available documentation to evidence the exemption or

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exclusion.

ARTICLE VI PAYMENT

6.1 Payment.

- (a) Beginning with the first Billing Period that Seller delivers Energy to the Utility, Seller shall provide an invoice to Buyer (the “*Invoice*”) for the amount due for Credits received by Buyer from the Utility based on the Price multiplied by the Quantity.
- (b) Buyer shall remit payment of the full undisputed amount of each Invoice to Seller or its designee by electronic funds transfer (or other means agreeable to Seller) to the account designated by Seller within thirty (30) days following Buyer’s receipt of each Invoice. If Buyer does not pay the undisputed amount of an Invoice within thirty (30) days of receiving the Invoice, the amount due on the Invoice shall bear interest from the date on which the payment was due, through and including the date Seller receives the payment. The annual Interest accrual rate is the Interest Rate.
- (c) Before the Commercial Operations Date, Buyer shall, with Seller’s cooperation, take all reasonable actions necessary to cause the Utility to allow Seller to electronically access, for the Term, the Utility Statement(s) and account information solely for purposes of fulfilling Seller’s obligations under this Agreement.
- (d) The Parties shall resolve Invoice disputes according to Section 6.3 (Invoice Disputes).

6.2 Records and Audits.

- (a) Seller shall maintain accurate operating records in order to properly administer this Agreement.
- (b) Each Party shall keep, for a period of not less than two (2) years after the expiration or termination of any transaction, records sufficient to permit the other Party to verify the accuracy of billing statements, invoices, charges, computations and payments for the transaction. During these periods each Party may, at its sole cost and expense, and upon reasonable notice to the other Party, examine the other Party’s records regarding the transactions during the other Party’s normal business hours.

6.3 Invoice Disputes; Invoice Discrepancies.

- (a) If a Party, in good faith, disputes an Invoice, including disputes under Section 6.3(b), the disputing Party shall promptly notify the other Party of the basis for the dispute and shall pay the undisputed portion of the Invoice no later than the due date. Any required payment shall be made within seven (7) Business Days of resolving the dispute. Any overpayments shall either be returned by the receiving Party promptly following the request or be deducted from subsequent payments with interest accrued

at the Interest Rate, at the option of the overpaying Party. The Parties may only dispute amounts owed or paid within twelve (12) calendar months from the Invoice date, unless the basis of the dispute was not reasonably ascertainable from the face of the Invoice, in which event the period for disputes shall be extended to a total of twenty-four (24) months from the date of such Invoice(s). If the Parties are unable to resolve an Invoice dispute under this Section, the Parties shall follow the procedure set forth in Article 11 (regarding dispute resolution).

- (b) If the Parties determines that the value of Credits reflected on an Invoice is different than the value of Credits allocated to Buyer's Utility Account(s), and that the discrepancy is due to an issue related to the Meter, Seller shall use commercially reasonable efforts to resolve the issue with the Utility. If the discrepancy is due to an accounting or administrative error by the Utility, Seller, with the cooperation of Buyer as the Utility Account holder, shall resolve the discrepancy with the Utility.

ARTICLE VII REPRESENTATIONS, WARRANTIES, COVENANTS, INDEMNIFICATION

7.1 Each Party represents and warrants to the other Party as follows.

- (a) The Party is duly organized, validly existing, and in good standing under the laws of the state in which the Party is organized and is authorized to conduct business in the Commonwealth of Massachusetts.
- (b) The Party has full legal capacity to enter into and perform this Agreement.
- (c) The execution of the Agreement has been duly authorized, and each person executing the Agreement on behalf of the Party has full authority to do so and to fully bind the Party.
- (d) It shall endeavor in good faith to perform its obligations under this Agreement in compliance with Applicable Law.

7.2 The Parties acknowledge and agree that this Agreement and the transactions contemplated hereunder are intended to be a "forward contract" within the meaning of the United States Bankruptcy Code, and that Seller is understood to be a "forward merchant" within the meaning of the United States Bankruptcy Code. The Parties further acknowledge and agree that, for purposes of this Agreement, Seller is not deemed a "utility" as such term is used in Section 366 of the United States Bankruptcy Code.

7.3 Upon written request from Seller on or prior to the Effective Date and thereafter (not to exceed once every year), Buyer shall provide to Seller a copy of the most recent years financial statements for Buyer, provided that Buyer shall be in compliance with any such request if Buyer provides to Seller such financial statements as are prepared by Buyer in the ordinary course of its business.

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7.4 Seller Production Guarantee. Beginning on the first day of the fourth Contract Year and determined on each annual anniversary of the Commercial Operations Date for the remainder of the Term, if the aggregate number of Credits delivered to Buyer hereunder for the prior three Contract Years (such three-year aggregate, the “Three-Year Credit Total”) does not equal or exceed the aggregate of the Minimum Credit Requirement over such three-year period (the “Three-Year Credit Requirement”), on its next invoice issued to Buyer, Seller shall credit Buyer an amount equal to: (a) the positive difference, if any, between (i) the average price paid by Buyer to the Utility for electric power over such three-year period, as reasonably determined by Seller and (ii) the Price, multiplied by (b) the difference between the Three-Year Credit Requirement and the Three-Year Credit Total.

7.5 Indemnification. Seller shall indemnify and save harmless the Buyer from and against any and all claims, damages, liabilities, losses, charges, costs and expenses (including reasonable attorneys’ fees) arising out of any breach of this Agreement by Seller.

ARTICLE VIII TERMINATION; DEFAULT

8.1 Events of Default. The following shall each constitute an Event of Default by a Party.

- (a) The Party fails to make any material payment due under this Agreement within thirty (30) days after receiving written notice (including the invoice to which such payment relates) that such payment is past due unless the specific amount of the payment not made is being disputed.
- (b) The Party fails to perform or comply with any material covenant or agreement set forth in this Agreement and such failure continues for a period of thirty (30) days after receipt of written notice thereof from the other Party; provided, however, if the defaulting Party promptly commences efforts, and proceeds with due diligence during such thirty (30) day period, to cure such breach and is unable by reason of the nature of the work involved using commercially reasonable efforts to cure the same within the said thirty (30) days, the defaulting Party’s time to do so shall be extended by the time reasonably necessary to cure the same not to exceed a total additional period of sixty (60) days.
- (c) Fraud or intentional misrepresentation by the Party with respect to any of the covenants or agreements of this Agreement.
- (d) The Party:
 - i. is dissolved (other than pursuant to a consolidation, amalgamation or merger);
 - ii. makes a general assignment, arrangement or composition with or for the

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benefit of its creditors; or

iii. (A) applies for or consents to the appointment, or the taking of possession by, a receiver, custodian, trustee or liquidator of itself or a substantial portion of its property; (B) admits in writing its inability, or is generally unable, to pay its debts as such debts become due; (C) commences a voluntary case under any bankruptcy law; (D) files a petition seeking to take advantage of any other law relating to bankruptcy, insolvency, reorganization, winding up, or composition or readjustment of debts; (E) acquiesces in, or fails to contest in a timely manner, any petition filed against it in an involuntary case under bankruptcy law or seeking to dissolve it under other applicable law; or (F) takes any action authorizing its dissolution.

8.2 Force Majeure. Except as specifically provided herein, if by reason of *Force Majeure*, either Party is unable to carry out, either in whole or in part, any of its obligations herein contained, such Party shall not be deemed to be in default during the continuation of such inability, provided that: (i) the non-performing Party, within a reasonable time after the occurrence of the *Force Majeure* event, gives the other Party hereto written notice describing the particulars of the occurrence and the anticipated period of delay; (ii) the suspension of performance be of no greater scope and of no longer duration than is required by the *Force Majeure* event; (iii) no obligations of the Party which were to be performed prior to the occurrence causing the suspension of performance shall be excused as a result of the occurrence; and (iv) the non-performing Party shall use commercially reasonable efforts to remedy with all reasonable dispatch the cause or causes preventing it from carrying out its obligations. The other Party shall not be required to perform any obligations that are in consideration of the obligations of the non-performing Party that are not being carried out by reason of *Force Majeure*, provided that Buyer shall not be excused from making payments for Credits delivered and reflected on Buyer's Utility Accounts.

8.3 Termination for Default.

- (a) Upon the occurrence of an Event of Default, the non-defaulting Party at any time thereafter may give written notice to the defaulting Party specifying such Event of Default and such notice may state that this Agreement and the Term shall expire and terminate on a date specified in such notice, subject to the rights to cure of Section 8.1 and Section 10.2(a)(iii)(A), and upon any termination date specified in such notice, this Agreement shall terminate as though such date were the date originally set forth herein for the termination hereof.
- (b) If this Agreement is terminated due to an Event of Default, Seller shall have no further obligation to deliver, and Buyer shall have no further obligation to purchase, Credits generated after that termination date, provided that Buyer shall remain responsible to pay for any Credits received from the Utility prior to the termination date, except to the extent any amount due from Buyer for Credits may be offset by Buyer with any damages suffered by Buyer in connection with any such termination.

**ARTICLE IX
REMEDIES; LIMITATION OF LIABILITY; WAIVER**

9.1 Remedies.

- (a) Subject to the limitations set forth in this Agreement, upon a termination by Seller due to an Event of Default by Buyer occurring after the Commercial Operations Date, Seller may sell Credits produced by the Facility to persons other than Buyer, and recover from Buyer (in addition to amounts due Seller for any Credits received from the Utility prior to the termination) any anticipated loss in revenues resulting from sales for a twelve month period only, measured as the 12 months immediately following termination of this Agreement, with such loss being defined as the positive difference, if any, between (i) Price as of the date of the termination and (ii) the market price for Credits as of the date of termination (as reasonably determined by Seller), multiplied by the average of the annual Quantity delivered by Seller in all Contract Years preceding the year of termination of the Agreement, provided that such amount to be paid by Buyer shall not exceed \$15,000.
- (b) Subject to the limitations set forth in this Agreement, upon a termination by Buyer due to an Event of Default by Seller occurring after the Commercial Operations Date, Buyer may recover from Seller any loss in savings for a twelve month period only, measured as the 12 months immediately following termination of this Agreement, with such loss being defined as the positive difference, if any, between (i) the average price of electricity delivered by the Utility to Buyer's Utility Accounts as of the date of termination of the Agreement and (ii) the Price, multiplied by the average of the annual Quantity purchased by Buyer in all Contract Years preceding the year of termination of the Agreement.
- (c) Buyer and Seller each reserve and shall have all rights and remedies available to it at law or in equity with respect to the performance or non-performance of the other Party hereto under this Agreement. Each Party shall take reasonable efforts to mitigate damages it may incur as a result of the other Party's non-performance under this Agreement in accordance with the laws of the Commonwealth of Massachusetts. Notwithstanding the foregoing, Buyer shall under no circumstances be liable on account of any Event of Default for any alleged loss of Tax Attributes or Environmental Attributes.

9.2 Limitation of Liability. NEITHER PARTY SHALL BE LIABLE TO THE OTHER FOR ANY PUNITIVE DAMAGES OF ANY CHARACTER, RESULTING FROM, ARISING OUT OF, IN CONNECTION WITH OR IN ANY WAY INCIDENT TO ANY ACT OR OMISSION OF EITHER PARTY RELATED TO THE PROVISIONS OF THIS AGREEMENT, IRRESPECTIVE OF WHETHER CLAIMS OR ACTIONS FOR SUCH DAMAGES ARE BASED UPON CONTRACT, WARRANTY, NEGLIGENCE (EXCEPT GROSS NEGLIGENCE), STRICT LIABILITY OR ANY OTHER THEORY AT LAW OR EQUITY.

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9.3 Waivers.

- (a) No Implied Waivers – Remedies Cumulative. No covenant or agreement under this Agreement shall be deemed to have been waived by Seller or Buyer unless the waiver is in writing and signed by the Party against whom it is to be enforced or such Party's agent. A Party's consent or approval to any act or matter must be in writing, shall apply only with respect to the particular act or matter in which such consent or approval is given, and shall not relieve the other Party from the obligation wherever required under this Agreement to obtain consent or approval for any other act or matter. A Party's failure to insist upon the strict performance of any one of the covenants or agreements of this Agreement or to exercise any right, remedy or election herein contained or permitted by law shall not constitute or be construed as a waiver or relinquishment for the future of such covenant or agreement, right, remedy or election, but the same shall continue and remain in full force and effect. Any Party's right or remedy specified herein or any other right or remedy a Party may have at law, in equity or otherwise upon breach of any covenant or agreement herein contained shall be a distinct, separate and cumulative right or remedy and no one of them, whether exercised or not, shall be deemed to be in exclusion of any other except as otherwise required by law or limited in this Agreement.
- (b) Acceptance of Payment. Neither receipt nor acceptance by Seller or Buyer of any payment due herein, nor payment of same by Buyer or Seller, shall be deemed to be a waiver of any default under the covenants or agreements of this Agreement, or of any right or defense that Seller or Buyer may be entitled to exercise hereunder.

ARTICLE X ASSIGNMENT

- 10.1 Prior Written Consent. Neither Party may assign, sell, transfer or in any other way convey its rights, duties or obligations under this Agreement, either in whole or in part, without the prior written consent of the other Party, which consent shall not be unreasonably withheld or delayed, except that without consent of Buyer, Seller (i) may assign its rights and obligations hereunder to an Affiliate of Seller and (ii) may sell or collaterally assign this Agreement in accordance with Section 10.2. For purposes of this Section 10.1, a transfer includes any sale of all or substantially all of the assets of Seller (other than to an Affiliate of Seller) or Buyer or any merger of Seller or Buyer with another person, whether or not Seller or Buyer is the surviving entity from such merger, or any change in control of Seller or Buyer whereby there is a change of the person(s) or entity(ies) with the authority to direct the day-to-day management of Seller or Buyer. Upon any assignment, sale, transfer, or conveyance by Seller other than a collateral assignment under Section 10.2, or upon any such change in control of Seller, Seller shall be deemed to have represented and warranted to Buyer that the assignee, purchaser, or transferee has the ability (including financial) to fulfill or cause the fulfillment of all obligations of Seller under this Agreement.

10.2 Collateral Assignment; Financing Provisions:

(a) Financing Arrangements. Seller may mortgage, pledge, grant security interests, assign, or otherwise encumber its interests in this Agreement to a Lender. Buyer acknowledges that in connection with such transactions Seller may secure Seller's obligations by, among other collateral, an assignment of this Agreement and a first security interest in the Facility. In order to facilitate such necessary sale, conveyance, or financing, and with respect to any Lender, Buyer agrees as follows:

(i) Consent to Collateral Assignment. Buyer hereby consents to both of the sale of the Facility to a Lender and the collateral assignment of the Seller's right, title and interest in and to this Agreement as security for financing associated with the Facility.

(ii) Rights of Lender. Notwithstanding any contrary term of this Agreement:

(A) Step-In Rights. The Lender, as owner of the Facility, or as collateral assignee of this Agreement, shall be entitled to exercise, in the place and stead of Seller, any and all rights and remedies of Seller under this Agreement in accordance with the terms of this Agreement. The Lender shall also be entitled to exercise all rights and remedies of owners or secured parties, respectively, generally with respect to this Agreement and the Facility, subject to the terms of this Agreement;

(B) Opportunity to Cure Default. The Lender shall have the right, but not the obligation, to pay all sums due under this Agreement and to perform any other act, duty or obligation required of Seller thereunder, or cause to be cured any default of Seller thereunder in the time and manner provided by the terms of this Agreement. Nothing herein requires the Lender to cure any default of Seller under this Agreement or (unless the Lender has succeeded to Seller's interests or has otherwise assumed Seller's obligations under this Agreement) to perform any act, duty or obligation of Seller under this Agreement, but Buyer hereby gives it the option to do so;

(C) Exercise of Remedies. Upon the exercise of remedies, including any sale of the Facility by the Lender, whether by judicial proceeding or under any power of sale contained therein, or any conveyance from Seller to the Lender (or any assignee of the Lender as defined below) in lieu thereof, the Lender shall give notice to Buyer of the transferee or assignee of this Agreement. Any such exercise of remedies shall not constitute a default under this Agreement but shall not excuse any Seller Event of Default before, as a result of, or after such exercise of remedies;

(iii) Right to Cure.

(A) Cure Period. Buyer will not exercise any right to terminate or suspend this Agreement unless it shall have given the Lender a copy of Buyer's notice to Seller of an Event of Default, as required by this Agreement, specifying the condition giving rise to such right, and the Lender shall not have caused to be cured the condition giving rise to the right of termination or suspension within thirty (30) days after such notice or (if longer) the periods provided for in this Agreement; provided that if such Seller default reasonably cannot be cured by the Lender within such period and the Lender promptly commences and continuously pursues cure of such default within such period, such period for cure will be extended for a reasonable period of time under the circumstances, such period not to exceed an additional sixty (60) days. The Parties' respective obligations will otherwise remain in effect during any cure period.

(B) Continuation of Agreement. If the Lender or its assignee (including any purchaser or transferee), pursuant to an exercise of remedies by the Lender, shall acquire title to or control of Seller's assets and shall, within the time periods described in Section 10.2(a)(iii)(A), cure all defaults under this Agreement existing as of the date of such change in title or control in the manner required by this Agreement, then such person shall no longer be in default under this Agreement, and this Agreement shall continue in full force and effect.

(b) Lender a Third-Party Beneficiary. Buyer agrees and acknowledges that Lender is a third-party beneficiary of the provisions of this Section 10.2.

(c) Entry to Consent to Assignment. Buyer agrees to execute any reasonable consents to assignment or acknowledgements as may be reasonably requested by Seller and/or Lender in connection with such financing or sale of the Facility. Seller shall pay Buyer's reasonable, documented attorneys' fees incurred in reviewing and negotiating any such consent or acknowledgment.

10.3 Obligation to Modify Agreement. If a Lender or the Seller requires this Agreement to be modified to finance, develop or operate the Facility, and the modification does not (i) materially restrict Seller's ability to deliver Credits to Buyer, (ii) materially restrict Buyer's ability to receive Credits, (iii) diminish the Credit value to Buyer, or (iv) disallow the Facility's qualification under the SMART Program, the Parties shall negotiate in good faith in an effort to amend this Agreement in a timely fashion. If the Parties, negotiating in good faith, cannot agree on the amendments, Seller may terminate this Agreement, or, if Seller determines in good faith that the Agreement cannot be amended to allow the Facility to be financed, developed or operated in a commercially reasonable manner, then Seller may terminate the Agreement. The terminating Party shall give the other Party thirty (30) days prior written notice and this Agreement shall terminate without further liability of the

Parties to each other, provided that the Parties shall not be released from any obligation arising under this Agreement prior to such termination.

ARTICLE XI DISPUTE RESOLUTION

11.1 Dispute Resolution. The Parties agree to use their respective reasonable efforts to resolve any dispute(s) that may arise regarding this Agreement.

- (a) Negotiation. Any dispute that arises under or with respect to this Agreement shall in the first instance be the subject of informal negotiations between the chief executive of Seller, and the chief executive of Buyer, who shall use their respective reasonable efforts to resolve such dispute. The dispute shall be considered to have arisen when one Party sends the other a written notice that identifies with reasonable particularity the nature, and the acts(s) or omission(s) forming the basis of, the dispute. The period for informal negotiations shall not exceed fourteen (14) calendar days from the time the dispute arises, unless it is modified by written agreement of the Parties.
- (b) Mediation. In the event that the Parties cannot resolve a dispute by informal negotiations, the Parties involved in the dispute hereby agree to submit the dispute to non-binding mediation if the monetary value of the dispute exceeds \$25,000, and may, if they mutually agree, submit any other disputes of lesser amount to non-binding mediation. For disputes whose monetary value exceed \$25,000, the following process shall apply: Within fourteen (14) days following the expiration of the time period for informal negotiations, the Parties involved in the dispute shall propose and agree upon a neutral and otherwise qualified mediator. In the event that the Parties fail to agree upon a mediator either Party may request the American Arbitration Association (the “AAA”) to appoint a mediator. The period for mediation shall commence upon the appointment of the mediator and shall not exceed one 6-hour business day and shall occur within sixty (60) days of the appointment of the mediator, unless such time periods are modified by written agreement of the Parties involved in the dispute. The decision to continue mediation shall be in the sole discretion of each Party involved in the dispute. The Parties will bear their own costs of the mediation. The mediator’s fees shall be shared equally by all Parties involved in the dispute.
- (c) Injunctive Relief. Notwithstanding the foregoing, or anything to the contrary in this Agreement, either Party may at any time, and without having to engage in any dispute resolution or mediation, seek injunctive relief to prevent perceived irreparable harm.

**ARTICLE XII
MISCELLANEOUS**

12.1 Notices. All notices and other formal communications which either Party may give to the other under or in connection with this Agreement shall be in writing (except where expressly provided for otherwise), shall be deemed delivered upon receipt (except that notice provided by email shall be deemed delivered upon confirmation of receipt, of which auto-reply is insufficient), and shall be sent by any of the following methods: hand delivery; reputable overnight courier; certified mail, return receipt requested; or email transmission. The communications shall be sent to the following addresses:

If to Seller: _____, LLC
101 Summer Street, 2nd Floor
Boston, MA 02109
Attn: _____

If to Buyer: ATTN: Mayor
City of Newburyport
60 Pleasant Street
Newburyport, MA 01950

Any Party may change its address and contact person for the purposes of this Section by giving notice thereof in the manner required herein.

12.2 INTENTIONALLY OMITTED.

12.3 Severability. If any non-material part of this Agreement is held to be unenforceable, the rest of the Agreement will continue in effect except as otherwise provided by law. If a material provision is determined to be unenforceable and the Party which would have been materially benefited by the provision does not waive its unenforceability, then the Parties shall negotiate in good faith in an effort to amend the Agreement to restore to the Party that was the beneficiary of such unenforceable provision the benefits of such provision. If the Parties are unable to agree upon an amendment that restores the Parties benefits, either Party may terminate the Agreement upon sixty (60) days written notice.

12.4 Governing Law. This Agreement and the rights and duties of the Parties hereunder shall be governed by and shall be construed, enforced and performed in accordance with the laws of the Commonwealth of Massachusetts without regard to principles of conflicts of law, and any litigation arising hereunder shall be brought solely in the Massachusetts state courts located in Suffolk County, MA, with each Party hereby waiving any objections on account of venue or forum.

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- 12.5 Entire Agreement. This Agreement, together with its exhibits, contains the entire agreement between Seller and Buyer with respect to the subject matter hereof, and supersedes all other understandings or agreements, both written and oral, between the Parties relating to the subject matter hereof.
- 12.6 Press Releases. The Parties shall reasonably cooperate with each other when making public announcements of any kind or in any form related to the execution and existence of this Agreement, or the sale or purchase of Credits. Any good faith failure of a Party to comply with this provision shall not constitute an Event of Default.
- 12.7 No Joint Venture. Nothing herein contained shall be deemed to constitute any Party a partner, agent or legal representative of the other Party or to create a joint venture, partnership, agency or any relationship between the Parties. The obligations of Seller and Buyer hereunder are individual and neither collective nor joint in nature.
- 12.8 Amendments; Binding Effect. This Agreement may not be amended, changed, modified, or altered unless such amendment, change, modification, or alteration is in writing and signed by both Parties or their successor in interest. This Agreement inures to the benefit of and is binding upon the Parties and their respective successors and permitted assigns.
- 12.9 Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original and all of which shall constitute one and the same agreement.
- 12.10 Further Assurances. From time to time and at any time at and after the execution of this Agreement, each Party shall execute, acknowledge and deliver such reasonable documents and assurances requested by the other Party. Each Party shall reasonably cooperate with the other to effect or confirm transactions contemplated by this Agreement. Neither Party shall unreasonably withhold, condition or delay its compliance with any reasonable request made pursuant to this Section 12.10. Seller shall pay Buyer's reasonable attorneys' fees incurred in reviewing and negotiating any such documents and assurances.
- 12.11 Good Faith. All rights, duties and obligations established by this Agreement shall be exercised in good faith and in a reasonable manner.
- 12.12 No Third-Party Beneficiaries. This Agreement is intended solely for the benefit of the Parties. Except as expressly set forth in this Agreement, nothing in this Agreement shall be construed to create any duty to or standard of care with reference to, or any liability to, or any benefit for, any person not a Party to this Agreement. This Section 12.12 shall not limit the right of a Lender pursuant to Section 10.2.
- 12.13 Additional Terms Regarding Buyer. Notwithstanding anything to the contrary in this Agreement:

- (a) Buyer shall not be required to execute documents or instruments subsequent to the execution of the Agreement that will materially increase Buyer's risks or obligations under the Agreement, or result in the waiver of any of Buyer's rights, defenses, or remedies under the Agreement or at law or in equity, or require Buyer to give or cause its legal counsel to give a legal opinion or require Buyer to make a statement of fact of which Buyer has no actual knowledge.
- (b) To the extent Buyer is obligated by any provision of this Agreement to negotiate any document or instrument with, or at the request of, Seller or any Lender, or to take any actions in connection with Seller's efforts to secure financing for the Facility, Seller shall promptly reimburse Buyer for reasonable, documented attorney fees incurred by Buyer in reviewing and negotiating any such document or instrument.
- (c) Any requirement that Buyer cooperate or assist Seller shall not require Buyer to interfere with or influence the independent regulatory, licensing, taxing, permitting or judicial functions of any official, department, board, committee, body or commission of Buyer.
- (d) The Agreement shall be subject to Applicable Law.
- (e) Buyer does not waive any of the rights, remedies, defenses and immunities afforded Buyer, as a municipality, under G.L. c. 258, all of which rights, remedies, defenses and immunities Buyer hereby reserves.

IN WITNESS WHEREOF, the Parties executed this Credit Purchase and Sale Agreement under seal as of the Effective Date.

BUYER

SELLER

CITY OF NEWBURYPORT

[PROJECT ENTITY], LLC

By: _____

By: _____

Name: _____

Name: _____

Title: _____

TEMPLATE – CITY OF NEWBURYPORT

Glossary of Terms

“Affiliate” means, as to any person or entity, any other person or entity which, directly or indirectly, is in control of, is controlled by, or is under common control with, such person or entity. For purposes of this definition, “control” of a person or entity means the power, directly or indirectly, to direct or cause the direction of the management and policies of such person or entity whether by contract or otherwise.

“Applicable Law” means any present and future law, act, rule, requirement, order, by-law, ordinance, regulation, judgment, decree, or injunction of or by any Governmental Authority, ordinary or extraordinary, foreseen or unforeseen, and all licenses, permits, and other governmental consents, which may at any time be applicable to a Party’s rights and obligations hereunder, including, without limitation, constructing, operating, and owning the Facility, and selling and purchasing Credits.

“Billing Period” shall mean as defined in the applicable Tariff pursuant to which the Facility becomes qualified to receive Credits.

“Business Day” means a day on which Federal Reserve member banks in Boston, MA are open for business; and a Business Day shall open at 8:00 a.m. and close at 5:00 p.m. Eastern Prevailing Time.

“Commercial Operations” shall occur for the Facility when (i) Seller has obtained all necessary licenses, permits and approvals under Applicable Law to install and operate the Facility, (ii) the Facility is able to generate and supply and has begun to generate and supply electricity to the Utility’s electricity distribution system at full or substantially full capacity, (iii) Seller has completed or obtained all Facility-related equipment and rights, if any, to allow regular Facility operation, and (iv) if applicable and to the extent required, the Utility has approved the Facility’s interconnection with the electricity distribution system to allow regular Facility operation.

“Commercial Operations Date” means the date on which the Facility achieves Commercial Operations and has obtained the final statement of qualification from the Massachusetts Department of Energy Resources (or equivalent).

“Construction Commencement Date” means the date of commencement of site preparation or construction activities on the property upon which the Facility is located.

“Contract Year” means each year during the Term, with the first Contract Year starting on the Commercial Operations Date and ending on the first anniversary of the Commercial Operations Date.

“Credits” means the monetary value of the excess Energy generated by an Alternative On-Bill Credit Generation Unit, stated as of the Effective Date by the Utility according to 225 CMR 20.00, et seq. and the applicable Tariff; and excluding, for the avoidance of doubt, any Tax

Attributes or Environmental Attributes.

“**Credit Value**” shall be determined under the SMART Program at 225 CMR 20.08(1)(a)(2) and the applicable Tariff for the relevant Billing Period.

“**Energy**” means the amount of electricity the Facility generates over a period of time, expressed in terms of kilowatt hour (“kWh”) or megawatt hour (“MWh”).

“**Environmental Attribute**” means GIS Certificates, Renewable Energy Certificates, carbon trading credits, emissions reductions credits, emissions allowances, green tags, Green-e certifications, or other entitlements, benefits, certificates, products, or valuations attributed to the Facility and its displacement of conventional energy generation, or any other entitlement pursuant to any federal, state, or local program applicable to renewable energy sources, whether legislative or regulatory in origin, as amended from time to time, and excluding, for the avoidance of doubt, any Tax Attributes and the Credits.

“**Facility**” means the solar (PV) power electrical generation facility identified on Exhibit B, attached hereto and incorporated herein, together with all appurtenant equipment required to interconnect the Facility to the Utility’s electric distribution system.

“**Force Majeure**” means any cause not within the reasonable control and occurring without the fault of the affected Party which precludes that Party from carrying out, in whole or in part, its obligations under this Agreement, including, but not limited to, Acts of God; high winds, hurricanes or tornados; fires; epidemics; landslides; earthquakes; floods; other natural catastrophes; strikes (other than of Seller’s employees); lock-outs or other industrial disturbances (other than those involving Seller’s employees); acts of public enemies; acts, failures to act or orders of any kind of any Governmental Authority acting in its regulatory or judicial capacity; insurrections; military action; war, whether or not it is declared; sabotage; riots; civil disturbances or explosions. A Party may not assert an event of *Force Majeure* to excuse it from performing due to any governmental act, failure to act, or order, where it was reasonably within such Party’s power to prevent such act, failure to act, or order, provided that nothing herein is intended by the Parties to interfere with the performance by Buyer or its officials of Buyer’s regulatory functions as a Massachusetts municipality. Economic hardship of either Party shall not constitute an event of *Force Majeure*.

“**Governmental Authority**” means any national, state or local government, or any other governmental, judicial, regulatory, public or statutory instrumentality, authority, body, agency, department, bureau, or entity.

“**Governmental Charges**” means all applicable federal, state and local taxes (other than taxes based on income or net worth, but including, without limitation, sales, use, gross receipts or similar taxes), governmental charges, emission allowance costs, duties, tariffs, levies, licenses, fees, permits, assessments, adders or surcharges (including public purposes charges and low income bill payment assistance charges), imposed or authorized by a Governmental Authority, Utility, or other similar entity, on or with respect to the Credits.

TEMPLATE – CITY OF NEWBURYPORT

“Interest Rate” means a fluctuating interest rate per annum equal to the sum of (i) the Prime Rate as stated in the “Bonds, Rates & Yields” section of The Wall Street Journal on the Effective Date and thereafter on the first day of every calendar month, plus (ii) two percentage points. (In the event that such rate is no longer published in The Wall Street Journal or such publication is no longer published, the Interest Rate shall be set using a comparable index or interest rate mutually acceptable to both the Seller and Buyer.) The Interest Rate hereunder shall change on the first day of every calendar month. Interest shall be calculated daily on the basis of a year of three hundred sixty-five (365) days and the actual number of days for which such interest is due.

“Lender” means the entity or person(s) (or any affiliate of any thereof) from time to time providing any financing or refinancing to the Seller or any affiliate thereof or otherwise for the construction of, expansion of, and/or operation and maintenance of, the Facility, and any successors, assigns, agents, or trustees thereof, including any lessor under a sale/leaseback financing structure.

“Meter” means the meter furnished and installed by the Utility to measure the electricity delivered by the Utility to the Facility and delivered by the Facility to the Utility.

“Minimum Credit Requirement” means the minimum number of Credits Seller must transfer to Buyer hereunder pursuant to Section 7.4 hereof. The Minimum Credit Requirement is set forth in Exhibit B and shall be equal to ninety percent (90%) of the expected production of the Facility (updated as of Commercial Operations to reflect the as-built Facility size, as adjusted for extraordinary or unforeseeable weather events) for a Contract Year.

“Price” is defined on Exhibit A.

“Purchase Percentage” is defined on Exhibit A.

“Quantity” means the total quantity of Credits associated with the Energy generated by the Facility during the relevant Term or Billing Period (as determined pursuant to applicable law, regulation and Tariff), multiplied by the Purchase Percentage, as measured and evidenced by the Credits reflected on actual invoices received by Buyer from the Utility.

“Renewable Energy Certificate” or **“REC”** means a certificate, credit, allowance, green tag, or other transferable indicia, howsoever entitled, created by an applicable program or certification authority indicating generation of a particular quantity of energy, or product associated with the generation of a megawatt-hour (MWh) from a renewable energy source by a renewable energy project, and excluding, for the avoidance of doubt, the Tax Attributes and the Credits.

“SMART Program” is the Applicable Law known as the “Solar Massachusetts Renewable Target” program. Specifically, that Applicable Law found as of the Effective Date at 225 C.M.R. §20.00, *et seq.*, as it may be amended from time to time, and including all regulatory agency orders pertaining thereto.

“**Tariff**” means either the Utility tariff for interconnection for distributed generation and net metering services, or the Alternative On-bill Crediting mechanism tariff, as appropriate for the context, and each as approved by the Massachusetts Department of Public Utilities, together with any subsequent amendments and approvals thereto.

“**Tax Attributes**” means the investment tax credits (including any grants or payments in lieu thereof) and any tax deductions or other benefits under the Internal Revenue Code or applicable federal, state, or local law available as a result of the ownership and operation of the Facility or the output generated by the Facility (including, without limitation, tax credits (including any grants or payments in lieu thereof) and accelerated and/or bonus depreciation), and excluding, for the avoidance of doubt, any Environmental Attributes and Credits.

“**Utility**” means the electric distribution company providing service to the Facility.

“**Utility Account(s)**” means the Utility accounts designated by Buyer and identified to the Utility by the Seller pursuant to applicable regulation under the SMART Program.

“**Utility Statement(s)**” means the statements from the Utility, which accompanies the Buyer’s Utility Account(s).

EXHIBIT A

PRICE; and PURCHASE PERCENTAGE

“*Price*” equals 85 percent (85%) of the Credit Value for that Billing Period.

“*Purchase Percentage*” equals 50 percent (50%) of the Energy generated during the relevant Billing Period.

EXHIBIT B

FACILITY; MINIMUM CREDIT REQUIREMENT

The Facility is the approximately _____ MW (AC) solar (PV) power electrical generation facility located at _____.

Contract Year	Minimum Credit Requirement *
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*Note that the Minimum Credit Requirement shall be updated as of Commercial Operations to reflect the as-built Facility size

nationalgrid

CITY OF NEWBURYPORT
NEWBURYPORT, MA

PHONE - 1 800 333 12

March 26, 2019

The City Council of Newburyport, Massachusetts

To whom it may concern:

Enclosed please find a petition of NATIONAL GRID, covering NATIONAL GRID pole location(s)

If you have any questions regarding this permit, please contact:

John Butler 978-725-1415

Please notify National Grid's Lisa Ayres of the hearing date / time 978 725 1418

If this petition meets with your approval, please return an executed copy to:

National Grid Contact: Lisa Ayres; 1101 Turnpike Street; North Andover, MA 01845

Very truly yours,

Dave Johnson/lla

Dave Johnson
Supervisor, Distribution Design

Enclosures

Questions contact – John Butler 978-725-1415

PETITION FOR POLE AND WIRE LOCATIONS

North Andover, Massachusetts

To the City Council
Of Newburyport, Massachusetts

NATIONAL GRID requests permission to locate poles, wires, and fixtures, including the necessary sustaining and protecting fixtures, along and across the following public way:

Low St. - National Grid to relocate (1) SO pole on Low St. Relocate pole 54-1 approximately 50 feet at customers request for new driveway access.

Location approximately as shown on plan attached.

Wherefore it prays that after due notice and hearing as provided by law, it be granted a location for and permission to erect and maintain poles and wires, together with such sustaining and protecting fixtures as it may find necessary, said poles to be erected substantially in accordance with the plan filed herewith marked – Low St. - Newburyport, Massachusetts.

27986621

Also, for permission to lay and maintain underground laterals, cables, and wires in the above or intersecting public ways for the purpose of making connections with such poles and buildings as each of said petitioners may desire for distributing purposes.

Your petitioner agrees to reserve space for one cross-arm at a suitable point on each of said poles for the fire, police, telephone, and telegraph signal wires belonging to the municipality and used by it exclusively for municipal purposes.

NATIONAL GRID
BY *Dave Johnson/lla*
Engineering Department

March 26, 2019

Newbury part

Questions contact – John Butler 978-725-1415

ORDER FOR POLE AND WIRE LOCATIONS

In the City of Newburyport, Massachusetts

Notice having been given and public hearing held, as provided by law,
IT IS HEREBY ORDERED:

that NATIONAL GRID and be and it is hereby granted a location for and permission to erect and maintain poles and wires to be placed thereon, together with such sustaining and protecting fixtures as said Company may deem necessary, in the public way or ways hereinafter referred to, as requested in petition of said Company dated the 26th day of March 2019.

All construction under this order shall be in accordance with the following conditions:

Poles shall be of sound timber, and reasonable straight, and shall be set substantially at the points indicated upon the plan marked – Low St. - Newburyport, Massachusetts.

27986621 Filed with this order:

There may be attached to said poles such wires, cables, and fixtures as needed in their business and all of said wires and cables shall be placed at a height of not less than twenty (20) feet from the ground.

The following are the public ways or part of ways along which the poles above referred to may be erected, and the number of poles which may be erected thereon under this order:

Low St. - National Grid to relocate (1) SO pole on Low St. Relocate pole 54-1 approximately 50 feet at customers request for new driveway access.

I hereby certify that the foregoing order was adopted at a meeting of the City Council of the City/Town of _____, Massachusetts held on the _____ day of _____ 20 .

Massachusetts

City/Town Clerk.

20 .

Received and entered in the records of location orders of the City/Town of
Book _____ Page _____

Attest:
City/Town Clerk

I hereby certify that on
at _____

20____, at _____ o'clock, M
a public hearing was held on the petition of

NATIONAL GRID

for permission to erect the poles, wires, and fixtures described in the order herewith recorded, and that we mailed at least seven days before said hearing a written notice of the time and place of said hearing to each of the owners of real estate (as determined by the last preceding assessment for taxation) along the ways or parts of ways upon which the Company is permitted to erect poles, wires, and fixtures under said order. And that thereupon said order was duly adopted.

City/Town Clerk.

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Board or Council of Town or City, Massachusetts

CERTIFICATE

I hereby certify that the foregoing is a true copy of the location order and certificate of hearing with notice adopted by the _____ of the City of _____ Massachusetts, on the _____ day of _____ 20____, and recorded with the records of location orders of the said City, Book _____, Page _____. This certified copy is made under the provisions of Chapter 166 of General Laws and any additions thereto or amendments thereof.

Attest:
City/Town Clerk



CITY OF NEWBURYPORT

MASSACHUSETTS

CITY CLERK'S OFFICE

NEWBURYPORT CITY HALL

60 PLEASANT STREET • P.O. BOX 550

NEWBURYPORT, MA 01950

TEL: 978-465-4407 • FAX: 978-462-7936

RICHARD B. JONES
CITY CLERK

April 3, 2019

Dear Property Owner:

Notice is hereby given that a Public Hearing will be held on the petition of National Grid to relocate (1) SO pole on Low Street. Relocate pole 54-1 approximately 50 feet at customers request for new driveway access.

Said meeting will be held on Monday, April 29, 2019 at 7:15 PM in the City Council Chamber, City Hall, 60 Pleasant St., Newburyport, MA. At that time, all interested parties will have an opportunity to be heard.

Location approximately as shown on plan attached.

Sincerely,

Tricia E. Barker
Assistant City Clerk

42/ 21/ / /
HIGGINS FORREST A TRS
FORREST A HIGGINS NOMINEE TRST
196 LOW ST
NEWBURYPORT, MA 01950

42/ 22/ / /
KELLY ALEXANDRIA LISETTE
194 LOW ST
NEWBURYPORT, MA 01950

98/ 8/C / /
CHAISSON DAVID P
197 LOW ST
NEWBURYPORT, MA 01950

98/ 8/D / /
KEEGAN JOHN R
JEAN F WALLACE T/E
199 LOW ST
NEWBURYPORT, MA 01950



CITY OF NEWBURYPORT

OFFICE OF THE
ASSESSOR

JILL BRENNAN
CITY ASSESSOR

NEWBURYPORT CITY HALL

60 PLEASANT STREET

NEWBURYPORT, MA 01950

TEL: 978-465-4403

FAX: 978-462-8495

WWW.CITYOFNEWBURYPORT.COM

April 3, 2019

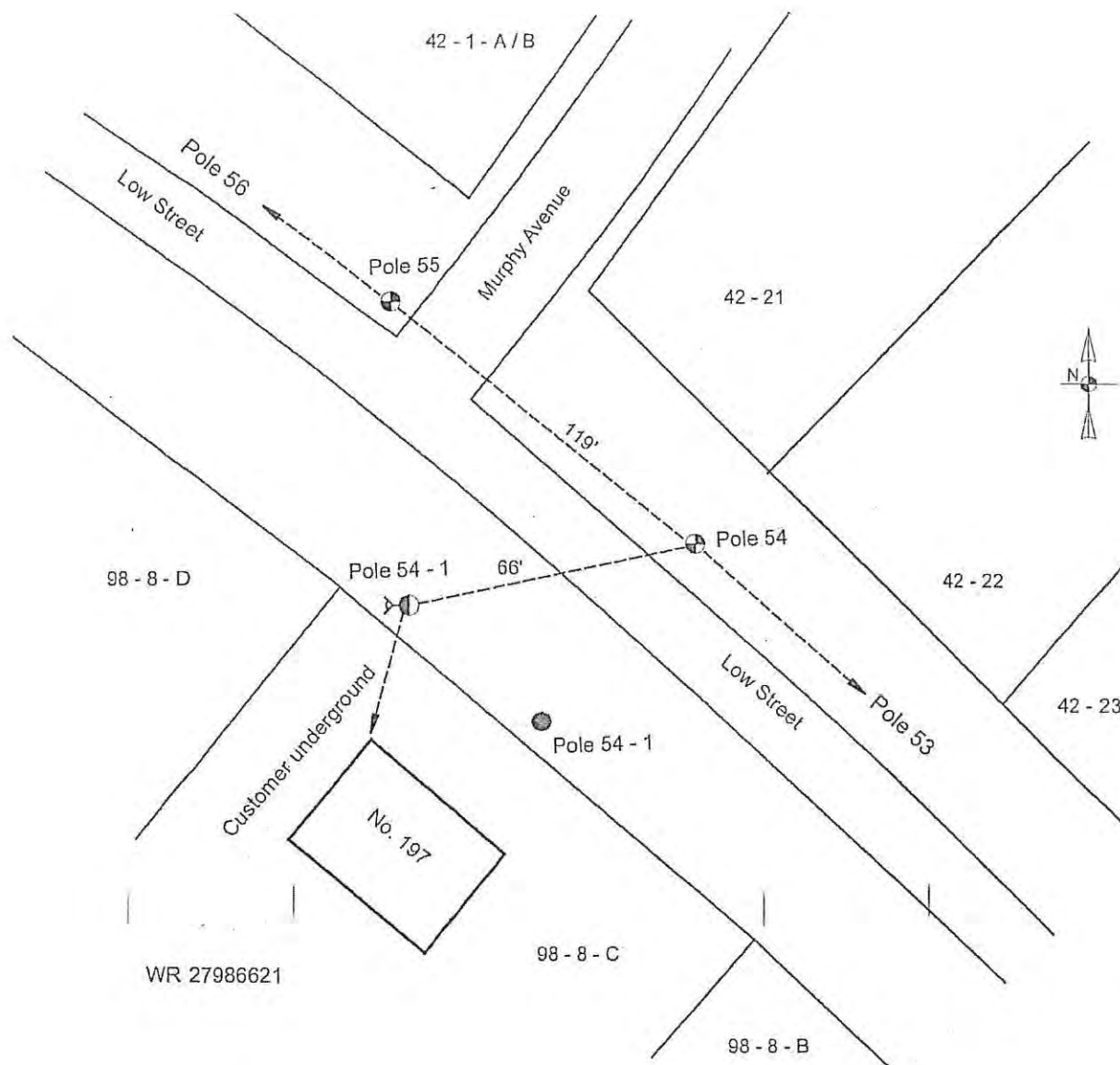
TO: Richard Jones, City Clerk

FROM: Board of Assessors

RE: Low Street – Relocate pole 54-1 approximately 500 feet at customers request for new driveway access.

The attached are the abutters to the above described location:

Jill Brennan



WR 27986621

POLE PETITION	nationalgrid
<ul style="list-style-type: none"> Proposed NGRID Pole Locations + Existing JO Pole Locations Existing Pole Locations to be removed > Pole anchor 	<p>Date: March 8, 2019</p> <p>Work Request Number: 27986621</p> <p>To Accompany Petition Dated: March 8, 2019</p> <p>To The: City Of Newburyport</p> <p>For Proposed Relocation Pole:54-1 Location: 197 Low St.</p>
DISTANCES ARE APPROXIMATE	

Ngrid

Questions contact – John Butler 978-725-1415

ORDER FOR POLE AND WIRE LOCATIONS

In the City of Newburyport, Massachusetts

Notice having been given and public hearing held, as provided by law,
IT IS HEREBY ORDERED:

that NATIONAL GRID and be and it is hereby granted a location for and permission to erect and maintain poles and wires to be placed thereon, together with such sustaining and protecting fixtures as said Company may deem necessary, in the public way or ways hereinafter referred to, as requested in petition of said Company dated the 26th day of March 2019.

All construction under this order shall be in accordance with the following conditions:

Poles shall be of sound timber, and reasonable straight, and shall be set substantially at the points indicated upon the plan marked – Low St. - Newburyport, Massachusetts.

27986621 Filed with this order:

There may be attached to said poles such wires, cables, and fixtures as needed in their business and all of said wires and cables shall be placed at a height of not less than twenty (20) feet from the ground.

The following are the public ways or part of ways along which the poles above referred to may be erected, and the number of poles which may be erected thereon under this order:

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I hereby certify that the foregoing order was adopted at a meeting of the City Council of the City/Town of _____, Massachusetts held on the _____ day of _____ 20 .

Massachusetts City/Town Clerk. 20 .

Received and entered in the records of location orders of the City/Town of
Book _____ Page _____

Attest:
City/Town Clerk

I hereby certify that on _____ 20____, at _____ o'clock, M
at _____ a public hearing was held on the petition of

NATIONAL GRID

for permission to erect the poles, wires, and fixtures described in the order herewith recorded, and that we mailed at least seven days before said hearing a written notice of the time and place of said hearing to each of the owners of real estate (as determined by the last preceding assessment for taxation) along the ways or parts of ways upon which the Company is permitted to erect poles, wires, and fixtures under said order. And that thereupon said order was duly adopted.

City/Town Clerk.

.....
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.....
.....

Board or Council of Town or City, Massachusetts

|

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CERTIFICATE

I hereby certify that the foregoing is a true copy of the location order and certificate of hearing with notice adopted by the _____ of the City of _____ Massachusetts, on the _____ day of _____ 20____, and recorded with the records of location orders of the said City, Book _____, Page _____. This certified copy is made under the provisions of Chapter 166 of General Laws and any additions thereto or amendments thereof.

Attest:
City/Town Clerk